

CITY OF ALBUQUERQUE

SIXTEENTH COUNCIL

COUNCIL BILL NO. _____ **ENACTMENT NO.** _____

SPONSORED BY:

1 **ORDINANCE**

2 **SECTION 1. FINDINGS AND INTENT.**

3 **How a community responds to its animals reflects how that community**
4 **responds to its citizens. City Council finds that the City of Albuquerque has the**
5 **responsibility to protect animals in the City of Albuquerque. City Council intends**
6 **for the people of Albuquerque to treat animals as more than just lifeless**
7 **inanimate chattel property and recognizes that the relationship between human**
8 **beings and animals is a special relationship that betters people's lives and**
9 **reflects basic humanitarian beliefs.**

10 **The focus of this ordinance is multifaceted. One purpose of this Ordinance**
11 **is the prevention of cruelty, harm, suffering, abandonment or death of animals**
12 **caused by irresponsible pet owners and the criminal acts of callous individuals.**

13 **This ordinance is also focused on assuring that the Albuquerque Animal**
14 **Care Center not only maintains exemplary standards of humane animal care but**
15 **promotes community education regarding humane animal care and the**
16 **importance of spaying and neutering companion animals. It is equally important**
17 **that the staff of the Albuquerque Animal Care Center reach out to the community**
18 **in positive ways such as putting forward friendly, helpful customer service**
19 **including serious efforts to reunite lost animals with their owners and facilitate**
20 **successful adoptions. AACC is charged with implementing and enforcing the**
21 **Animal Care Ordinance. It is the duty of all AACC employees to protect all**
22 **Animals in Albuquerque from neglect and abuse and to protect the public from**
23 **the dangers and nuisance that are possible when irresponsible Owners do not**
24 **take care of their Animals according to the requirements set forth in this**
25 **Ordinance. AACC facilities are not just a series of holding pens where Animals**
26 **are incarcerated for doing something wrong. AACC will humanely and**

1 compassionately care for Animals housed at the AACC facilities by providing a
2 Safe Haven for Animals while trying to reunite lost Animals with their Owners or
3 find new successful Adoptive homes for the Animals at AACC. The Employees of
4 the Albuquerque Animal Care Center must be Animal Advocates.

5 City Council acknowledges that in certain situations animals pose a serious
6 public safety threat to our community. It is the duty of the City to actively work
7 toward the prevention of animal attacks on humans and other animals. Laws
8 against chaining animals and stricter laws and enforcement of laws regarding
9 proper animal restraint aimed at eliminating dogs roaming at large, will help make
10 our community safer.

11 City Council finds that the public mind-set toward animals must shift to the
12 more progressive, humane and compassionate attitude evident in jurisdictions
13 with strict animal laws. An atypical, antiquated and callous societal attitude
14 toward animals still exists in Albuquerque. Albuquerque has far more than its
15 proportionate share of abandoned, neglected and abused animals.

16 City Council finds that companion animal over-population in Albuquerque
17 endangers animals and human beings. This Animal overpopulation requires
18 taxpayers to bare the burden of caring for thousands of unwanted or lost animals.
19 Last year the City of Albuquerque took in more than twenty seven thousand
20 unwanted or lost companion animals and was forced to destroy more than fifteen
21 thousand of those companion animals. Operating the animal shelter cost
22 taxpayers more than four million dollars last year with a budget of five million
23 dollars for the coming year. The animals in the city shelter are either abandoned
24 to run loose in the City limits, lost and never reclaimed or dropped off at City
25 shelters at no cost or detriment to the breeder or owner. As a result, City Council
26 finds that the City must exercise its public safety function to curtail animal
27 overpopulation and to help prevent the needless suffering and destruction of
28 companion animals. Animal overpopulation is caused by irresponsible pet
29 owners and others who negligently allow companion animals to breed without
30 regard for the animals that do not find homes or for the burden that puts on the
31 Albuquerque taxpayers. The City Council intends through this ordinance to deter
32 and modify the habits and conduct of irresponsible pet owners who are the
33 source of public safety problems and the suffering of animals. There must be

1 consequences for people who simply turn unwanted animals loose in the City
2 and for those who continue to add to the Albuquerque animal overpopulation
3 problem.

4 City Council finds that other municipalities have achieved positive results
5 by aggressively licensing and microchipping companion animals, permitting and
6 tracking pet sales and animal breeding, and providing funding for free low and
7 moderate income spay and neuter programs. City Council intends to assist the
8 public in finding lost dogs by encouraging individuals who find strays to provide
9 information about the lost animals to the City so the City can post the
10 information at the Albuquerque Animal Care Center facilities and on the website.
11 The City will create a Lost and Found program that will be included on the City
12 website whereby individuals who have lost an animal will have access to the
13 fullest information about whether the City or any other person has found that
14 animal.

15 City Council finds that some jurisdictions have abandoned a rule of law
16 that categorized animals as chattel property subject to the complete discretion of
17 the owner and transitioned toward a more progressive view that governments
18 have the duty to protect animals from unfettered callous acts that cause pain or
19 suffering. Under the modern progressive view, the state can obtain warrants to
20 search property based on probable cause pertaining to cruelty or neglect of an
21 animal and enter property without a warrant to seize an animal that is in need of
22 emergency medical care. City Council finds that the progressive view is
23 appropriate for the City of Albuquerque and that public officials in the City are
24 hereby given greater authority to prohibit and prevent animal cruelty. The intent
25 of the City Council is to make cruelty to animals an emergency exception to the
26 rule against warrantless entry to private property by the state as long as the
27 official enters the property to save the animal and not to seize evidence of a non
28 animal crime. Additionally, the City will have expanded authority to strictly
29 regulate persons and entities that engage in activities that contribute to animal
30 overpopulation and the resulting thousands of unwanted animals.

31 City Council finds that part of the problem with enforcing laws against
32 animal abuse and neglect is that New Mexico state law is antiquated and
33 ineffective in the sense that New Mexico is still a strict “in presence” jurisdiction

1 which has refused to move away from the rule that law enforcement officers
2 cannot cite or arrest for a misdemeanor or petty misdemeanor unless they
3 personally observe the offense. This old rule is often unworkable in animal
4 cases; for example, if a law enforcement officer investigates a barking dog
5 complaint and in fact observes a barking dog, owners will often avail themselves
6 of the defense in court that the dog was barking at the officer which is what the
7 dog is supposed to do. The City cannot afford to hire enough animal control
8 officers to investigate and effectively prosecute animal cases if conviction is
9 dependent upon personal observation of the offense. City Council intends for the
10 City to avail itself of every available exception to the officer presence rule to
11 effectuate the purposes of this ordinance. The City must be able to rely on
12 reserve animal control officers, volunteers, concerned citizens and reliable
13 neighbor complaints to begin to meaningfully impact animal issues.

14 City Council finds that animal abuse and domestic violence are linked.
15 Animal abuse and child abuse are linked. Animal abuse and elder abuse are
16 linked. Animal abuse and spousal abuse are linked. In many domestic violence
17 situations the victim is not willing to leave behind an animal that will almost
18 certainly become the victim of abuse. As good as our shelters are, they do not
19 provide space for a familie's animals. The Albuquerque Animal Care Center is in
20 the position to help with this problem and chooses to do so. City Council hopes
21 and believes that this ordinance will better the lives of all smaller and weaker
22 victims of perpetrators of violence upon those unable to defend themselves. City
23 Council respectfully asks our courts to strictly enforce animal cases to the fullest
24 extent of the law, to treat animal abuse as strictly as domestic abuse because
25 both are linked and equally unacceptable. City Council finds that there are
26 several obvious indicators of animal abuse and neglect that should be much
27 more vigorously investigated and prosecuted in the City. For example, dogs that
28 bark excessively and not in response to any apparent stimulus are often
29 neglected and ignored by owners. Many dogs spend much of their lives alone in
30 yards restrained permanently or most of the time by ropes or chains. Dogs that
31 are treated in this way are more likely to become aggressive, attacking other
32 animals and humans and are more likely to run away and end up in the animal
33 shelters that have no choice but to euthanize them.

1 City Council finds that uncontrolled or excessive noise from animals is
2 detrimental to the physical, mental and social well being of the residents of
3 Albuquerque. Continuous or persistent animal noise can result in stress to
4 people who are within audible range of such noise. Such stress can and does
5 adversely affect the health of such individuals and interferes with the peaceable
6 enjoyment of the property on which they reside. Animals that persistently and
7 continuously disturb neighbors are neglected animals. The purpose of this
8 ordinance is to promote the public health, safety and welfare by making it
9 unlawful to cause or allow an animal to persistently make noise heard by others.

10 The City Council finds that spayed and neutered animals are less likely to
11 run loose, bark excessively, endanger the public and other animals. Altered
12 animals are less likely to end up at animal care facilities that have no choice but
13 to destroy those animals. Many animal neglect cases can be beneficially
14 resolved through mediation and counseling. The Albuquerque Animal Care
15 Center shall endeavor to provide such counseling.

16 City Council is opposed to the restraint of companion animals by ropes,
17 chains or otherwise for the convenience of owners who fail, refuse or are
18 otherwise unable to provide adequate care or supervision for companion animals
19 in their charge. Dogs accompanied by their owners on leashes do not fall in to
20 that category. City Council finds that dogs that spend much of their time
21 restrained by chaining or tethering are more likely to be aggressive toward
22 humans and other animals. The City Council believes this to be cruelty.

23 Responsible pet owners already provide adequate health care and control
24 of animals in their custody and will not be overly burdened by this ordinance.

25 SECTION 3. DEFINITIONS.

26 For the purposes of this Ordinance, the following definitions shall apply unless
27 the context clearly indicates or requires a different meaning.

28 "AACC" shall mean Albuquerque Animal Care Center

29 "AACC Kennel" shall mean the kennels at the AACC facilities that are used for
30 housing dogs while they are at AACC. Kennels are not stackable. They are
31 permanent built structures with an indoor and an outdoor area in each individual
32 enclosure. AACC Kennels do not include Cages in the Intake Area, the garage
33 area, or Euthanasia Room. AACC Kennel minimum number of sq. feet.

1 **“AACC VETERINARIAN” shall mean a Veterinarian employed by the City.**

2 **“AACC WEBSITE” shall mean an internet site maintained by AACC and**
3 **accessible by the public that contains among other things a data base including**
4 **pictures and other information pertaining to all Animals Impounded at AACC,**
5 **Lost and Found Animals in the possession of a Finder and Animals on the**
6 **Euthanasia List. The Website shall include all available information on the**
7 **Animals in order to increase the chances that the Animal will be reunited with the**
8 **Owner or Adopted by any eligible Person in lieu of Euthanasia. The Website shall**
9 **also include but not be limited to general information on Adoption procedures,**
10 **upcoming events, important phone numbers for AACC, Foster and Volunteer**
11 **programs and the entire Albuquerque Animal Ordinance.**

12 **“ABANDONMENT” shall mean the intentional act of an Owner of abdicating**
13 **reasonable care or control of an Animal by (1) leaving an Animal without food,**
14 **Potable Water, shelter or care for twenty-four hours or more in any location**
15 **including but not limited to an Owner's property or leased property, (2)**
16 **intentionally relinquishing control of or releasing an Animal in a location where**
17 **any reasonable person would know the Animal had very little chance of finding**
18 **food, Potable water or shelter. A Person who abandons an Animal is guilty of**
19 **Cruelty.**

20 **“ACCREDITED AGENCY” or “ACCREDITED PERSON” shall mean a Person**
21 **approved by the Mayor or bound by contract with the City to carry out duties**
22 **related to the humane care and disposition of Animals. Without limitation on the**
23 **foregoing sentence, an Accredited Agency or Accredited Person may include but**
24 **not be limited to sanctuaries, Rescue Groups, Rescue Individuals, Foster Care**
25 **Providers, refuges and the Animal services divisions and Animal Humane**
26 **Societies in other cities. To become an Accredited Agency or Accredited Person,**
27 **the minimum standards pertaining to a Qualified Adopter must be satisfied. The**
28 **Mayor shall ensure that all Accredited Agencies or Accredited Persons shall Alter**
29 **any Companion Animals removed from AACC prior to final Adoption.**

30 **"ACO" see Animal Control Officer**

31 **" ADMINISTRATIVE HEARING OFFICER” shall mean a contract administrative law**
32 **judge retained by the City to conduct Hearings regarding applicable disputes that**
33 **arise under this Ordinance.**

1 **“ADOPTION” shall mean conveyance of Custody and control of an Animal**
2 **Impounded at AACC to a Qualified Adopter, Accredited Agency or Accredited**
3 **Person.**

4 **"ADOPTION COUNSELOR" An AACC Employee or Volunteer responsible for**
5 **matching potential Adopters with Companion Animals and administering**
6 **Adoption Counseling as part of the AACC Adoption Process.**

7 **"ADOPTION COUNSELING" shall mean an AACC program for the purpose of**
8 **facilitating successful Adoptions. This program will be responsible for verifying**
9 **that everyone who Adopts an Animal from AACC meets the requirements of a**
10 **Qualified Adopter. Adoption Counseling shall include education on proper care**
11 **and training issues.**

12 **"ADOPTION PROCESS" shall mean the process that a potential Adopter must**
13 **complete before ownership of an Animal is conveyed. This process includes but**
14 **is not limited to meeting the requirements of a Qualified Adopter, paper work,**
15 **payment of the Adoption fee, and completion of Adoption Counseling.**

16 **“AGGRESSIVE” shall mean a Companion Animal in the care of AACC that is**
17 **objectively observable as unnaturally hostile or violent toward humans or other**
18 **Animals when unprovoked according to a comprehensive checklist of observable**
19 **objective characteristics of the Companion Animal compiled by two or more**
20 **independent observers conducting evaluations at different times. When referring**
21 **to a Companion Animal owned by any Person and not in the care of AACC,**
22 **Aggressive shall mean a Companion Animal that is objectively observable as**
23 **unnaturally hostile or violent toward humans or other Animals when unprovoked**
24 **according to the perspective of any reasonable Person objectively observing**
25 **such Companion Animal.**

26 **"AGGRESSION ASSESSMENT" shall mean an evaluation of an Animal predicated**
27 **by an allegation that the Companion Animal has exhibited aggressive behavior.**

28 **“ALBUQUERQUE ANIMAL CARE CENTER” or “AACC” shall mean any premises,**
29 **locations or buildings designated as suitable by the Mayor for the care, custody**
30 **and maintenance of Animals Seized by the City.**

31 **“ALTER” shall mean to render an Animal incapable of reproduction.**

32 **“ANIMAL” shall mean any living nonhuman mammal, bird, reptile, or amphibian**
33 **including but not limited to bats, Companion Animals, Companion Birds, Exotic**

1 or Wild Animals, Livestock, pigeons, porcupines, Poultry, prairie dogs, rabbits
2 and skunks.

3 "ANIMAL ADVOCATE" shall mean any person who has an Animal's best interest
4 at heart.

5 "ANIMAL BEHAVIORIST" shall mean an AACC Employee or Volunteer assigned
6 to work directly with the Animals at AACC to learn about their individual
7 behaviors and personalities for the purpose of facilitating successful Adoptions.

8 "ANIMAL CONTROL OFFICER" or "ACO" shall mean any Person employed by the
9 City, assigned to the Albuquerque Animal Care Center and charged with
10 enforcement of this Ordinance in the field or any job description provided by the
11 Mayor from time to time.

12 "ANIMAL DAY CARE" shall mean an Establishment that takes temporary
13 possession of a Animal to provide safety, comfort and socialization for the
14 Animal.

15 "ANIMAL-DRAWN VEHICLE" shall mean a vehicle with wheels pulled by an
16 Animal.

17 "ANIMAL EXHIBIT" shall mean any Permitted petting zoo, pony ride, lawfully
18 operated rodeo, or other Animal activity operated for the purposes of showing
19 Animals. Exotic or Wild Animals are forbidden in Animal Exhibits.

20 "ANIMAL FIGHTING PARAPHENALIA" shall mean equipment that any reasonable
21 Person would ascertain is used for prohibited Animal fighting purposes. This
22 equipment is including but not limited to any instruments designed to be
23 attached to the leg of a bird such as a knife, a gaff or other sharp instrument.

24 This definition also includes items to train and condition dogs to fight including
25 but not limited to hides or other material used as hanging devises to strengthen
26 or condition dogs, wooden sticks or handles used to pry open dog's jaws,
27 performance enhancing drugs or substances, or food or water additives.

28 Additionally, the presence of any dog that appears to be a fighting dog alone or
29 together with Animals suspected of being used as bait Animals including but not
30 limited to rabbits, cats and other dogs.

31 "ANIMAL HANDLER" shall mean any Person employed by the City, assigned to
32 AACC and charged by the Mayor to humanely receive, inspect, feed, clean and
33 care for Animals Impounded at AACC, to assist the public, Rescue Groups and

1 **Rescue Individuals in viewing and selecting Companion Animals and to perform**
2 **general duties as assigned by the Mayor.**

3 **“ANIMAL HEALTH TECHNICIAN,” also known as Vet Tech, shall mean any Person**
4 **employed by the City, assigned to AACC and charged by the Mayor to assist the**
5 **AACC Veterinarian.**

6 **“ANIMAL NOISE” shall mean noise Persistently or Continuously emanating from**
7 **an Animal, including but not limited to barking, howling, or other noises common**
8 **to the species of the Animal making such sound.**

9 **"ANIMAL PROTECTION OF NEW MEXICO" also known as APNM**

10 **“ANIMAL SERVICE PROVIDER" shall mean any Establishment that takes**
11 **temporary possession of an Animal from the Owner, not on the Owner’s property,**
12 **to perform a service for the Animal or Owner including but not limited to**
13 **Grooming Parlors, Animal Day Care and Boarding Kennels. This definition does**
14 **not include Pet Stores.**

15 **“ANIMAL WELFARE BOARD” shall mean a board established to make**
16 **recommendations to the Mayor and City Council concerning the welfare of**
17 **Animals in the City.**

18 **"ANTI-RABIES TAG" shall mean the tag supplied either by AACC or a Veterinarian**
19 **indicating Rabies Vaccination.**

20 **“AT LARGE” shall mean an Animal on or off the Owner's premises that is not**
21 **restricted by a Secure Fence or in a Secure Facility and not under the control of**
22 **the Owner. Verbal commands do not suffice as control.**

23 **“AVMA” shall mean the American Veterinary Medical Association.**

24 **"BASIC PREVENTIVE MEDICAL CARE" shall mean reasonable medical care**
25 **required by the species including but not limited to reasonable periodic**
26 **examinations by a Veterinarian, prompt Veterinary care when required, age**
27 **appropriate Vaccinations, de-worming, basic grooming and nail care, and**
28 **Parasite Control.**

29 **“BITE” shall mean a puncture or tear of the skin of a human inflicted by the teeth**
30 **of an Animal.**

31 **"BITTERING AGENT” shall mean a nontoxic substance that can be added to**
32 **Antifreeze that will make it unpalatable to humans and Animals.**

33

1 **"BOARDING KENNEL" shall mean an Establishment where Animals are housed**
2 **overnight for the benefit of the Owner but not including Guard Dog Sites, state**
3 **inspected Veterinary hospitals, Pet Stores, Accredited Agencies or Zoos.**

4 **"BONA FIDE ANIMAL SHOW" shall mean an exhibition of Companion Animals,**
5 **Companion Birds or Horses in competition for prizes or awards and approved by**
6 **the Mayor.**

7 **"BREEDER" shall mean the Owner of any Companion Animals involved in**
8 **intentional or accidental breeding of those Companion Animals. This definition**
9 **shall include the Owners of both the male and female Animal responsible for**
10 **conception.**

11 **"BREEDER FACILITY" shall mean any commercial building or other structure**
12 **used in whole or in part for breeding Animals including but not limited to the**
13 **gestation and maintenance and care for new born Animals from birth until**
14 **separation from the mother by loan, gift, sale or otherwise.**

15 **"CAGE" description and minimum sq feet AACC cats are put in Cages and**
16 **there are Cages in the Medical facility**

17 **"CATEGORY ONE" refers to the results of the Aggression Assessment such that**
18 **the Companion Animal is not deemed to be Aggressive and shall be routed to**
19 **Safe Haven or Reclaimed by the Owner.**

20 **"CATEGORY THREE" refers to the results of the Aggression Assessment such**
21 **that the Companion Animal shall be Euthanized as soon as possible because the**
22 **Companion Animal is seriously Aggressive to the degree that any reasonable**
23 **Person would determine that the Companion Animal presents an immediate**
24 **danger of serious harm to humans.**

25 **"CATEGORY TWO" refers to the results of the Aggression Assessment that are**
26 **inconclusive and the Companion Animal should continue to be held in Protective**
27 **Custody and be evaluated again after a five day waiting period.**

28 **"CATTERY" shall mean the area of AACC where cats are housed in Cages.**

29 **"CHAINING," also known as Tethering, shall mean confining an Animal when**
30 **unattended with a tether, rope, chain, or other device to a doghouse, stake in the**
31 **ground, tree, or other stationary object.**

32

1 **“CHEMICAL RESTRAINT DRUGS” shall mean any drug administered to a**
2 **Companion Animal prior to euthanasia to reduce aggressiveness, excessive**
3 **mobility or stress to the Companion Animal including but not limited to ketamine,**
4 **xylazine, or acepromazine.**

5 **“CITY” shall mean the City of Albuquerque.**

6 **“CLERICAL WORKER” shall mean any Person employed by the City, assigned to**
7 **AACC and charged by the Mayor to provide Adoption and Lost and Found**
8 **services to the public, answer telephones, enter data or perform other duties as**
9 **assigned.**

10 **“COMMERCIAL PROPERTY” shall mean (1) land or buildings zoned for or used**
11 **for business purposes including temporary sites or (2) vehicles used for**
12 **business purposes within the City.**

13 **“COMPANION ANIMAL” shall mean any dog or cat.**

14 **“COMPANION BIRD” shall mean any bird commonly kept as a pet by humans and**
15 **confined on the property of the Owner including but not limited to parakeets,**
16 **canaries, lovebirds, finches, parrots, macaws. cockatoos, cockatiels, toucans and**
17 **lories. All of the “Game Birds” delineated under state law NMSA 1978 §17-2-3(B)**
18 **(1995) and as amended from time to time are not Companion Birds.**

19 **“CONFISCATE” shall mean the seizure of an Animal by an ACO, police officer or**
20 **other public official to protect the Animal, other Animals or the public with or**
21 **without notice to the Owner.**

22 **“CRATE” shall mean a temporary enclosure for transportation of an Animal which**
23 **is safe, comfortable and large enough to allow the Animal to stand up straight on**
24 **all four legs and turn around. The enclosure must provide adequate ventilation**
25 **and not contain any protrusions, sharp edges or wire bottoms.**

26 **“CRIMINAL COMPLAINT” shall mean a formal court document whereby one party**
27 **or entity commences a criminal action against another party or entity.**

28 **“CRUELTY” shall mean and consist of a Person intentionally killing an Animal**
29 **without Lawful Justification or mistreating, injuring, maiming, disfiguring,**
30 **tormenting, torturing, beating, mutilating, burning, scalding, poisoning,**
31 **attempting to poison or otherwise unnecessarily causing an Animal to suffer.**

32 **Cruelty is further defined to mean that any of the following is a separate act of**
33 **Cruelty: failing to provide necessary sustenance to an Animal under that Person's**

1 Custody or control, failing to provide proper shelter, failing to provide Potable
2 Water, failing to provide proper food, taunting an Animal, dyeing, or artificially
3 coloring an Animal, transporting an Animal in an open vehicle without proper
4 restraints, leaving an Animal in a vehicle when the temperature is such that it
5 could cause pain or suffering to the Animal . Abandonment or Neglect of an
6 Animal is Cruelty. Inaction of the Owner toward an Animal in need of medical
7 care is Cruelty. Surgery by a Veterinarian is not Cruelty but ear cropping, de-
8 barking, tail docking or Alteration by a non-Veterinarian is Cruelty. Euthanasia
9 by a Veterinarian or an Euthanasia Qualified Employee of AACC shall not be
10 deemed Cruelty provided it is carried out by methods specified in this Ordinance
11 or by other generally accepted methods.

12 “CUSTODY” shall mean ownership and control over and responsibility for an
13 Animal by a Person.

14 “DAILY RATION” shall mean the age specific amount of food and Potable Water
15 needed by an Animal in a twenty-four hour period.

16 “DAYTIME” shall mean 7:00 a.m. to 10:00 p.m.

17 “DIRECTOR” shall mean the Director of the Environmental Health Department of
18 the City of Albuquerque.

19 “DIRECT SUPERVISION” shall mean oversight by actual observation of an
20 activity or direct communication with _____ during an activity by telephone,
21 radio or other electronic communication.

22 "DISPLAY" shall mean to undertake any exhibition, act, circus, ride, trade show,
23 carnival, parade, race, photographic opportunity, performance or similar
24 undertaking in which Animals are required to perform tricks, fight, or participate
25 as accompaniments in performances for the amusement or benefit of an
26 audience. "Display" shall not include the use or exhibition of Animals for Animal
27 related educational purposes by non-profit groups or institutions or individuals.

28 “DOG EXERCISE PARK” or “OFF LEASH DOG EXERCISE AREA” shall mean any
29 tract of land designated by the City for use by Persons and dogs where dogs may
30 be off leash.

31 "DOMESTIC ABUSE SITUATION" shall mean a situation where a Person or an
32 Animal may be subjected to violence, battering, and/or coercive control
33 perpetrated by one Person toward another Person in a current or former family,

1 household, or intimate relationship, in any of the following ways: direct violence,
2 threats of violence, attempts to cause physical harm, placing another in fear of
3 imminent physical harm, sexual assault, emotional-psychological-economic
4 abuse or destruction of property.

5 “DOMESTIC ANIMAL” shall mean any Animal whose psychology has been
6 determined or manipulated through selective breeding and does not occur
7 naturally in the wild. All Companion Animals are Domestic Animals but all
8 Domestic Animals are not Companion Animals. Domestic Animals include but
9 are not limited to ferrets, kangaroo rats, gerbils, guinea pigs, rabbits, hamsters,
10 horses, donkeys, mice, and rats.

11 “DRUG ENFORCEMENT AGENCY or “DEA” shall mean the federal agency or its
12 successor federal agencies charged with regulation of drugs and controlled
13 substances.

14 “EMERGENCY ANIMAL CLINIC” or “EAC” shall mean any entity which contracts
15 with the City for Veterinarian services.

16 "ENHANCEMENT ACTIVITIES" shall mean programs and actions instituted by
17 AACC to provide for the well being of the Animals.

18 “ESTABLISHMENT” shall mean a place of business in a non Residential Zone
19 together with its grounds and equipment.

20 "EUTHANASIA" shall mean to kill an Animal in a manner commonly recognized
21 as humane and acceptable by local Veterinarians or HSUS. Intra-cardiac shots
22 are absolutely prohibited as a form of Euthanasia at AACC.

23 "EUTHANASIA LIST" shall mean a daily list maintained by AACC and posted in
24 both AACC lobbies and to the AACC Website listing the Animals that are next in
25 line to be Euthanized.

26 “EUTHANASIA QUALIFIED EMPLOYEE” shall mean an AACC employee trained
27 and certified by HSUS as qualified to perform Euthanasia and approved by the
28 Mayor to perform Euthanasia at City facilities.

29 "EUTHANASIA ROOM" shall mean a separate room at AACC facilities used for
30 Euthanizing Animals and no other purpose and meeting all the requirements as
31 set forth in this Ordinance.

32 "EXOTIC OR WILD ANIMALS" see "Prohibited Exotic or Wild Animals" or
33 "Permitted Exotic or Wild Animals."

1 **“FACILITY WIDE CONTAGION” shall mean the presence of any disease at AACC**
2 **which could be passed from one Animal to another or to humans to a degree not**
3 **ordinarily found in nature and exacerbated by the close proximity of large**
4 **numbers of Animals at AACC.**

5 **“FECES” shall mean excrement and other waste matter discharged from the**
6 **bowels of an Animal.**

7 **“FINDER” shall mean any Person who discovers and temporarily takes**
8 **possession of a Companion Animal that has been separated from the Owner and**
9 **registers with AACC in accordance with this Ordinance..**

10 **“FOSTER” shall mean to temporarily take possession of any Companion Animal**
11 **with the approval of or at the request of AACC to administer medical care, groom,**
12 **train, provide special feeding, care for or otherwise provide for an Animal.**

13 **“FOSTER CARE PROVIDER” shall mean any Accredited Agency or Accredited**
14 **Person who takes temporary possession of an Animal from AACC to lend aid and**
15 **comfort and to otherwise assist in making the Companion Animal Adoptable.**

16 **“FOUND COMPANION ANIMAL” shall mean a Stray Companion Animal**
17 **temporarily possessed by any Person who registers with AACC to hold such**
18 **Companion Animal for Reclaim by the Owner or subsequent disposition pursuant**
19 **to the terms of this Ordinance.**

20 **"GROOMING NEEDS" shall mean a health issue rather than an issue of**
21 **appearance and shall include an examination of and attention to the feet (to**
22 **insure that the toenails are not too long), the ears and eyes and an examination of**
23 **the coat and skin of the Animal for parasites, insects or imbedded foreign**
24 **objects.**

25 **“GROOMING PARLOR” shall mean an Establishment maintained in whole or in**
26 **part for the purposes of performing cosmetological services for Animals.**

27 **“GUARD DOG” shall mean a dog used to protect Commercial Property.**

28 **“GUARD DOG HANDLER” shall mean a Person who is responsible for controlling**
29 **the actions of a Guard Dog.**

30 **“GUARD DOG SITE” shall mean an Establishment utilizing a Guard Dog.**

31 **“HARBORING” shall mean allowing any Animal to remain, be lodged, fed, or**
32 **sheltered on the property one owns, occupies or controls, for more than twenty-**
33 **four hours.**

1 **“HARNESS”** pertaining to a Companion Animal shall mean a properly fitting
2 apparatus that is not abrasive and restrains the Animal by the body and
3 shoulders without involvement of the neck.

4 **“HEALTHY”** shall mean that an Animal is free from disease and not suffering from
5 any objectively observable illness.

6 **“HEAT, SEASON or ESTRUS”** shall mean a regularly recurring state rendering a
7 female Animal capable of accepting the male for breeding and conception.

8 **"HEARING"** shall mean the Administrative process by which any grievance under
9 this ordinance is resolved by adjudication.

10 **“HOUSEHOLD”** shall mean a social or family unit comprised of Persons living,
11 residing and domiciled in the same residence.

12 **“HYBRID”** shall mean an Animal created by breeding Animals of different
13 species. Dogs, wolves and coyotes are different species for purposes of this
14 Ordinance.

15 **“HSUS”** shall mean the Humane Society of the United States or its successor
16 entities.

17 **“IDENTIFIED”** shall mean a Companion Animal with an affixed License, Microchip
18 or other indication of the Owner sufficient for AACC or any other Person to
19 contact the Owner. A Companion Animal known to an ACO is an identified
20 Companion Animal.

21 **“IMPOUND”** shall mean receipt or Seizure of an Animal at AACC for processing
22 under this Ordinance.

23 **“INJURED”** shall mean harmed, disabled or impaired according to reasonable
24 objective observation of wounds, injured limbs, broken bones, or disfiguring
25 lacerations requiring medical care or Euthanasia.

26 **“INSPECTION TEAM”** shall mean Persons selected by the Mayor to perform
27 inspections at AACC.

28 **“INTACT”** shall mean a dog over six months old or a cat over five months old that
29 has not been Altered.

30 **"INTACT ANIMAL PERMIT"** shall mean a annual Permit issued to the Owner of a
31 Companion Animal that has not been Altered.

32 **"INTACT ANIMAL REMOVAL FORM"** shall mean an AACC form allowing an Owner
33 to remove an Intact Animal from AACC. The form shall state at the minimum that

1 the Owners understands and agrees that he has two weeks to have the Reclaimed
2 Animal Altered and bring proof to AACC that the Alteration was performed. In
3 addition to signing the Intact Animal Removal Form the Owner must leave a one
4 hundred fifty dollar (\$150) non interest bearing refundable deposit or bring a
5 prepaid invoice from a Veterinarian for the Alteration Surgery. The Owner also
6 agrees in writing on the Intact Animal Removal Form that if the Owner fails to
7 bring proof of the Alteration to AACC within the two week time period AACC has
8 the right to Seize the Animal and have it Altered and charge the Owner for the
9 surgery.

10 "INTACT ANIMAL SITE" shall mean any residence, building or other structure in a
11 Residential Zone used in whole or in part to house or keep an Intact Animal.

12 "INTAKE AREA" shall mean the area set aside at each AACC facility where
13 Animals are dropped off by the public, or Surrendered by an Owner or brought in
14 by ACOs or other public safety personnel. The garage portion of each facility is
15 not part of the Intake Area. What are the cages in the garage for? Do we need to
16 change this to include the garage? If that is where the ACOs drop off their
17 Animals?

18 "INTAKE DAY" shall mean the first day of arrival of an Animal at AACC during
19 which time the Animal goes through the Intake Process. The Intake Day does not
20 count toward time in Safe Haven or in any other status at AACC with a time
21 period designated under this Ordinance. No Animals shall be Euthanized on
22 Intake Day unless Vet says it has a Severe Medical Condition.

23 "INTAKE PROCESS" shall mean the procedure for receiving, documenting,
24 photographing, physically examining, vaccinating, deworming and parasite
25 dusting new all Animals arriving at AACC. This includes all activities(?) between
26 the time of arrival and the time the Animal is put in a proper Cage or Kennel.

27 "INTAKE SPECIALIST" shall mean a person employed by AACC who is assigned
28 full-time to the Intake Area.

29 "INTENT TO ADOPT" shall mean a document filed with AACC indicating that a
30 Qualified Adopter wants to Adopt a Companion Animal not currently available for
31 Adoption

32 "ISOLATION" shall mean the confinement and segregation of an Animal to
33 prevent the spread of a contagion.

1 **“KENNEL” shall have the same meaning as AACC Kennel.**

2 **"KENNEL CARD" shall mean that identification paper which is posted on the front**
3 **of each occupied Kennel or Cage which includes accurate information about the**
4 **breed, sex, known vaccination record, intake date, date animal is available for**
5 **adoption, its impound number, photograph, and any other information relevant or**
6 **useful to the public in making a decision about Adoption.**

7 **“KENNEL SUPERVISOR” Shorten shall mean any Person employed by the City,**
8 **assigned to AACC and charged by the Mayor to supervise, assign, review and**
9 **participate in the work of staff responsible for humanely operating and**
10 **maintaining AACC.**

11 **"LACK OF SPACE" shall mean the situation at AACC facilities in which there is**
12 **no available Kennel or Cage space.**

13 **“LAWFUL JUSTIFICATION” shall mean and be a strictly construed exception or**
14 **defense to a charge of Cruelty based on a crucial immediate need to defend a**
15 **defenseless person or Animal from an eminent attack by an Animal capable of**
16 **actually causing death or serious bodily injury.**

17 **“LETHAL DRUG” shall mean chemicals approved by the AACC Veterinarian and**
18 **the Mayor which cause the humane death of an Animal. List applicable drugs**

19 **“LICENSED” shall mean a Companion Animal with a valid City License.**

20 **“LICENSE TAG” shall mean the annual tag supplied by AACC or its agents and**
21 **indicating the License number of a Companion Animal.**

22 **“LITTER” shall mean one or more sibling offspring Companion Animals under six**
23 **months old.**

24 **“LITTER SURRENDER AGREEMENT” shall mean an agreement between the**
25 **Mayor and the Owner of a Litter which must be executed before the Person can**
26 **Surrender a Litter to AACC.**

27 **"LIVE HUMANE TRAP," also referred to as a Live Trap, shall mean any device**
28 **designed to catch and restrict an Animal without causing any harm to the Animal.**
29 **The intent of this device is for the Animal to remain alive and unhurt.**

30 **“LIVESTOCK” shall have the same meaning the term has under the State**
31 **Livestock Code and shall include but not be limited to bison, buffalo, cattle,**
32 **horses, donkeys, mules, chickens, ducks, poultry, llamas, ostriches, emus, rheas,**
33 **camelids, farmed cervidae, swine, sheep or goats.**

1 **"LOST AND FOUND PROGRAM"** shall mean an AACC program that focuses on
2 reuniting lost Animals with their Owners.

3 **"LOW INCOME"** shall mean a Person who possesses an EBT card issued by the
4 State of New Mexico for Food Stamps, either the annual letter of statement of
5 benefits or monthly benefit card for Supplemental Security Income, an EBT card
6 issued by the State of New Mexico for the Temporary Assistance for Needy
7 Families program, or a Medicaid health benefit card. Low Income shall also mean
8 any Person whose income is 50% or less of the median gross income for the City
9 adjusted for family size and as determined by the U.S. Department of Housing
10 and Urban Development or by figures obtainable from the Family and Community
11 Services Department of the City of Albuquerque or its successor agencies. Any
12 Person who signs and submits an affidavit to AACC swearing that they fall into
13 the category of a Person whose income is 50% or less of the median gross
14 income for the City adjusted for family size shall qualify as Low Income for
15 purposes of this Ordinance.

16 **"MAYOR"** shall mean the Mayor of the City of Albuquerque or his or her
17 designated representatives.

18 **"MICROCHIP"** shall mean a passive transponder which can be implanted in an
19 Animal by injection and which is a component of a radio frequency identification
20 (RFID) system. A system not compatible with the scanner used by AACC is not a
21 Microchip.

22 **"MODERATE INCOME"** shall mean any Person whose income is 80% or less of
23 the median gross income for the City adjusted for family size and as determined
24 by the U.S. Department of Housing and Urban Development or by figures
25 obtainable from the Family and Community Services Department of the City of
26 Albuquerque or its successor agencies. Any Person who signs and submits an
27 affidavit to AACC swearing that they fall into the category of a Person whose
28 income is 80% or less of the median gross income for the City adjusted for family
29 size shall qualify as Moderate Income for purposes of this Ordinance.

30 **"MULTIPLE COMPANION ANIMAL SITE"** shall mean property in a Residential
31 Zone upon which, by virtue of a Permit, the Owner is allowed to exceed the
32 Companion Animal number limits stated in this Ordinance.

1 **“NACA-I” shall mean the first level for the National Animal Control Association’s**
2 **training for Animal Control Officers, and shall include the following topics:**

3 **Animal Behavior, Rabies/Euthanasia, Animal Identification, Animal**
4 **Diseases/Zoonosis, First Aid for Animals, Bloodsports, Capture Techniques,**
5 **Report Writing, Interview Techniques, Laws and Legal, Proceedings, Evidence**
6 **Collection, Courtroom Testimony, Crisis Intervention/Officer Safety.**

7 **"NACA II" shall mean the second level for the National Animal Control**
8 **Association’s training for Animal Control Officers, and shall include the following**
9 **topics: Constitutional law and civil liability, Stress management, Public speaking,**
10 **News media relations, Crime scene documentation, photography, video and**
11 **sketching, Self-defense against humans, Investigative resources, Blood sport**
12 **investigations, Capture and restraint of large animals.**

13 **"NACA III" shall mean the third level for the National Animal Control**
14 **Association’s training for Animal Control Officers, and shall include the following**
15 **topics: Euthanasia Training, Chemical Immobilization Training, Tactical Baton**
16 **(Bitestick) Training, Oleoresin Capsicum Aerosol (Pepper Spray) Training.**

17 **“NEGLECT” shall mean the failure of an Owner to provide care and comfort for**
18 **an Animal in the Owner’s charge. As defined herein, Neglect shall be considered**
19 **a type of Cruelty.**

20 **“NIGHTTIME” shall mean 10:00 p.m. to 7:00 a.m.**

21 **"NUISANCE" shall mean any harm or disturbance caused to any Person by the**
22 **activities or conduct of another Person’s Animal. Any matter declared a**
23 **Nuisance herein falls under the City’s inherent authority under state law.**

24 **“OWNER” shall mean a Person who possesses an Animal, claims a right of**
25 **possession of an Animal superior to the rest of the world, has commensurate**
26 **duties to protect and care for an Animal and who may or may not have evidence**
27 **of ownership including a valid License or Permit. For the purposes of this**
28 **Ordinance, any Person assigned to care for an Animal by the Owner may have the**
29 **rights and duties of an Owner and any Person over age eighteen in a Household**
30 **may be deemed the Owner with commensurate rights and duties.**

31 **"OWNER RECLAIM HOLD" shall mean the period of time that AACC shall hold an**
32 **Animal waiting for the Owner to come and Reclaim the Animal.**

1 **"OWNER RECLAIM PROCESS"** shall mean the process that an Owner shall
2 complete before an Animal is returned to the Owner
3 **"OWNER SURRENDER"** shall mean the act of an owner relinquishing Custody of
4 an Animal to AACC.
5 **"OWNER SURRENDER ACKNOWLEDGEMENT FORM"** shall mean an AACC form
6 everyone relinquishing an Animal at AACC must read and sign. This form must
7 include an acknowledgement that the animal will most likely be Euthanized and
8 that anyone Surrendering an Animal shall not Adopt another Animal for one year
9 from the time of the Surrender.
10 **"PARASITE CONTROL"** 1) facility 2) animal
11 **"PERMIT"** shall mean a document evidencing approval by the Mayor to conduct
12 an activity or possess an Animal.
13 **"PERMITTED EXOTIC OR WILD ANIMALS"**
14 **"PERMITTED PREMISES"** shall mean the Establishment, Household, real property
15 or site for which a valid Permit has been issued.
16 **"PERSISTENTLY OR CONTINUOUSLY"** shall mean Animal Noise that occurs
17 more than once for at least a five minute period per hour during Nighttime or for
18 at least a ten minute period per hour during Daytime.
19 **"PERSON"** shall mean an individual, Household, firm, partnership, corporation,
20 company, society, association or legal entity, and every officer, agent or
21 employee thereof.
22 **"PERSON IN CHARGE"** shall mean the sole individual present or individual in
23 apparent supervision and control of the premises at the time of an inspection or
24 exercise of other duty by the City.
25 **"PET STORE"** shall mean an Establishment which in whole or in part offers
26 Animals for sale or resale or sells Animals to consumers or wholesalers.
27 **"POLICE OFFICER"** shall mean any sworn member of the Albuquerque Police
28 Department or any sworn officer of any other law enforcement agency authorized
29 and empowered to enforce or execute laws in the City.
30 **"POTABLE WATER"** shall mean water that is clean, fresh and safe for drinking.
31 **"POULTRY"** shall mean any birds kept as pets other than Companion Birds, or
32 commonly used by humans for eggs or meat.

1 **“PROHIBITED EXOTIC OR WILD ANIMALS” shall mean any Animal which is not a**
2 **Domestic Animal, Companion Animal or Companion Bird, which is native or non-**
3 **native to New Mexico. Prohibited Exotic or Wild Animals include, but are not**
4 **limited to, any or all of the following orders and families, whether bred in the wild**
5 **or in captivity, and any or all hybrids. Any dog that is a Hybrid and part wolf or**
6 **coyote is a Prohibited Wild Animal under this Ordinance. The Animals listed in**
7 **parentheses are intended to act as examples of Prohibited Exotic or Wild Animals**
8 **and are not to be construed as an exhaustive list or limit the generality of each**
9 **group of Animals, unless otherwise specified:**

10 **1. Class Mammalia**

11 **(a) Order Artiodactyla (hippopotamuses, giraffes, camels, deer) Cattle, swine,**
12 **sheep or goats are not Prohibited.**

13 **(b) Order Carnivora**

14 **(i) Family Felidae (lions, tigers, cougars, leopards, ocelots, servals) Domestic**
15 **cats are not Prohibited.**

16 **(ii) Family Canidae (wolves, coyotes, foxes, jackals) Domestic dogs are not**
17 **Prohibited.**

18 **(iii) Family Ursidae (all bears)**

19 **(iv) Family Mustelidae (weasels, skunks, martins, minks) Ferrets are not**
20 **Prohibited.**

21 **(v) Family Procyonidae (raccoons, coatis)**

22 **(vi) Family Hyaenidae (hyenas)**

23 **(vii) Family Viverridae (civets, genets, mongooses)**

24 **(c) Order Edentatia (anteaters, armadillos, sloths)**

25 **(d) Order Marsupialia (opossums, kangaroos, wallabies) Sugar gliders are not**
26 **Prohibited.**

27 **(e) Order Perissodactyla (rhinoceroses, tapirs) Horses, donkeys or mules are not**
28 **Prohibited.**

29 **(f) Order Primates (lemurs, monkeys, chimpanzees, gorillas)**

30 **(g) Order Proboscidae (elephants)**

31 **(h) Order Rodentia (squirrels, beavers, porcupines) Guinea pigs, rats, mice,**
32 **gerbils, or hamsters are not Prohibited.**

33 **(i) Order Cetacea (whales, dolphins, porpoises)**

2. Class Reptilia

(a) Order Squamata

(i) Family Varanidae (only water monitors and crocodile monitors)

(ii) Family Iguanidae (only green iguanas and rock iguanas)

(iii) Family Boidae (all species whose adult length has the potential to exceed eight (8) feet in length)

(iv) Family Colubridae (only boomslangs and African twig snakes)

(v) Family Elapidae - All species (coral snakes, cobras, mambas, etc.)

(vi) Family Natrixidae (only keelback snakes)

(vii) Family Viperidae - All species (such as copperheads, cottonmouths, rattlesnakes, etc.)

(b) Order Crocodilia - All species (crocodiles, alligators, caimans, gavials, etc.)

“PROOF OF OWNERSHIP” shall mean any documentation or evidence which proves to the satisfaction of the Mayor that a Person owns an Animal including where applicable but not limited to a License, Permit, Microchip identification, Veterinarian invoice, evidence of prior payment of any fees or fines, or photographs of the Animal.

“PROTECTIVE CUSTODY” shall mean temporary control over and care for an Animal at AACC.

“PROVOKED” shall mean that an Animal took action in response to a stimulus when a reasonable Person would conclude that the Animal was defending itself, its Owner or an immediate family member of its Owner, or another Person within its immediate vicinity from an actual assault or was defending real property belonging to its Owner or an immediate family member of its Owner from a crime, including trespass, being committed on the Owner’s property at that time.

“PUBLIC SAFETY DROP OFF” shall mean a Companion Animal seized by any Police Officer or public official for the safety of the Animal and delivered to AACC for disposition pursuant to this Ordinance.

“QUALIFIED ADOPTER” shall mean a Person eighteen years of age or older who has never been convicted even once at any time of Cruelty or Extreme Cruelty to Animals under any law or laws, has not been convicted two or more times for any violation of this Ordinance, has never had an Animal Permit Revoked or Suspended, has never failed to Reclaim an Animal from AACC, has not

1 Surrendered an Animal within one year of the time of Adoption and has never
2 been convicted of child or domestic abuse. Accredited Agencies and Accredited
3 Persons are Qualified Adopters.

4 “QUARANTINE” shall mean the segregation of an Animal for any time period as
5 required under state law or this Ordinance.

6 “RABIES TAG” see Anti-Rabies Tag

7 “RABIES VACCINATION” shall mean inoculation with an anti-rabies vaccine
8 recognized and approved by the State of New Mexico and given in an amount
9 sufficient to provide immunity from rabies for a minimum of one year.

10 “RECLAIM PERIOD” shall have the same meaning as Owner Reclaim Hold

11 “RECOGNIZED CLUBS” shall mean entities recognized and approved by the
12 Mayor to engage in Animal shows.

13 "RESCUE GROUP or RESCUE INDIVIDUAL" shall refer to those groups or
14 individuals approved by the Mayor to be an Accredited Agency or an Accredited
15 Person for the purpose of Adopting Animals from AACC at a reduced rate with
16 the intent of providing any needed medical, grooming, behavioral or rehabilitative
17 services in order to facilitate successful Adoptions for the Animals. Rescue
18 Groups or Rescue Individuals must fill out and sign an application form which
19 binds them to abide by AACC's Rescue Policy.

20 "RESCUE POLICY" shall mean regulations promulgated by the Mayor from time
21 to time pertaining to transfer of adoptable Companion Animals from AACC to
22 Accredited Persons or Agencies.

23 “RESERVE ANIMAL CONTROL OFFICER” also known as Reserve ACO shall
24 mean any Person who volunteers without compensation to assist ACOs in the
25 field or with the day to day operations of AACC.

26 “RESIDENTIAL ZONE” shall have the same meaning as the term “Zone,
27 Residential” has under the City of Albuquerque “Zoning Code.”

28 "RETURN BY ADOPTER" shall mean an Animal that is returned to AACC within
29 two weeks of Adoption for any reason.

30 “SAFE HAVEN” shall mean a period of time when an Animal is exempt from
31 Euthanasia.

1 **“SECURE FENCE” shall mean a protective or confining barrier sufficient to**
2 **prevent any Companion Animal including Guard Dogs from being able to leave**
3 **the property on which the Animal is being restricted.**

4 **"SECURE FACILITY" shall mean a house or building sufficient to prevent a**
5 **Companion Animal including Guard Dogs from being able to leave the facility on**
6 **which the Animal is being restricted.**

7 **“SEIZE” shall mean to take possession and control of an Animal with or without**
8 **notice to the Owner or consent from the Owner.**

9 **"SERIOUS ILLNESS" Veterinarian recommendations - not kennel cough**
10 **"SEVERE MEDICAL CONDITION" Veterinarian recommendations to define all**
11 **levels of Illness and Injury so everyone will know what to expect with regards to**
12 **Animal at AACC**

13 **“SERVICE ANIMAL” shall have the same meaning the term has under state law.**

14 **“SITE MANGER” shall mean a City employee who serves under the Manager and**
15 **Director and is responsible for all matters at a particular location of AACC.**

16 **“SPAY NEUTER PROGRAM” shall mean any plan, effort or organized**
17 **methodology approved by the Mayor or funded in whole or in part by the Mayor to**
18 **effectuate and facilitate Alteration of Companion Animals.**

19 **“SPRING LOADED TRAP” shall mean any device used to capture an Animal by**
20 **the leg or any extremity by closing on the Animal by assistance of a spring or any**
21 **mechanism designed to automatically seize, immobilize or otherwise detain an**
22 **Animal for any purpose. The City does not consider this to be a humane trap.**
23 **The regulations prohibiting the use of these traps does not include "mouse traps"**
24 **less than five (5) inches in length.**

25 **“STAFFING LEVELS FOR ANIMAL CARETAKING” shall mean the minimum**
26 **number of staff that must be available at AACC as set forth in the October 2000**
27 **HSUS Report to the Albuquerque Animal Services Division under the heading**
28 **titled "Staffing Levels for Animal Caretaking." be more specific 1 Animal**
29 **Handler per 20 Animals 1 ACO per 16,000-17,000 population**

30 **“STRAY” shall mean an Animal not accompanied by the Owner or Owner's agent**
31 **and which is not physically restrained or controlled.**

32 **“SURRENDERED” shall mean an Animal delivered to AACC by the Owner of the**
33 **Animal to relinquish Custody and control of the Animal for disposition by AACC.**

1 If the required paper work is not executed by the Owner, the Owner has
2 Abandoned the Animal rather than Surrendered the Animal.
3 "TETHERING" see chaining
4 "TIME" shall mean days spent at AACC. TIME is not a justification for
5 Euthanasia.
6 "TRANSFER" shall mean a temporary change of possession of an Animal in
7 which the Ownership of the Animal remains with AACC.
8 "TRANSPORT PROGRAM" shall mean the AACC program established, funded
9 and maintained for the purpose of transporting AACC Animals to any other
10 municipal or humane shelter, refuge, sanctuary, out of state Rescue Individuals
11 or out of state Rescue Groups where, due to a much higher Adoption rate, the
12 AACC Animals have a better chance at being successfully Adopted. Any
13 organization to which these Animals are transferred must, as a minimum, require
14 the Altering of these animals as a condition of Adoption, as well as conformance
15 to all laws applicable in the local jurisdiction
16 "TREATABLE ILLNESS" Veterinarian recommendation
17 "TRESPASSING" shall mean entry of an Animal upon the real property of another
18 Person without the authorization of the lawful occupant.
19 "UNIDENTIFIED" shall mean a Companion Animal that has no attached insignia
20 or other means of identification sufficient to allow AACC to determine ownership.
21 "USDA" shall mean the United States Department of Agriculture or its successor
22 agencies.
23 "VACCINATION or VACCINATE" shall mean to administer a vaccine to an Animal
24 including but not limited to rabies, distemper, parvo, para influenza, corona virus
25 or bordatella and other vaccines deemed necessary from time to time by the
26 Mayor.
27 "VETERINARIAN" shall mean a Doctor of Veterinary Medicine licensed to practice
28 in the State of New Mexico. An AACC Veterinarian shall mean the staff
29 Veterinarian(s) assigned to AACC.
30 "VOLUNTEER" shall mean any Person who performs any Animal services
31 function or assists any AACC employee without compensation.

1 **“VOLUNTEER COORDINATOR” shall mean a City employee of at least class M-16**
2 **who shall be able to have demonstrated ability to recruit and maintain a cadre of**
3 **highly committed AACC volunteers.**

4 **"WAIVER CERTIFICATE" shall mean a written statement from a Veterinarian**
5 **stating that Alteration of an Animal would endanger the life of the Animal because**
6 **of the age or health of the Animal.**

7 **“WOLF HYBRID” shall mean the offspring of domesticated dogs that have been**
8 **bred with either wolves or coyotes.**

9 **“WORKING DAYS” shall mean the days AACC is open to the public.**

10 **“ZOO” shall mean The City Rio Grande Zoological Park and other zoos accredited**
11 **by the American Zoological Association.**

12
13 **Section 4. Required Care and Treatment Standards This is only the outline**

14 **A) Medical Treatment**

- 15 **1) Anti-Rabies Vaccination**
- 16 **2) Basic Preventive Medical Care**
- 17 **3) Parasite Prevention**
- 18 **4) Emergency Medical Care**

19 **B) Alteration**

20 **C) Microchip Identification**

21 **D) Housing Standards (including restraint requirements)**

- 22 **1) Private Property**
- 23 **2) Guard Dog Sites**
- 24 **3) Boarding Kennels**
- 25 **4) Animal Service Providers**
- 26 **5) Albuquerque Animal Care Center**

27 **E) Transportation of Companion Animals restate from Prohibited**

28 **F) Female Animals in Estrus restate from Prohibited**

29 **G) Grooming**

30
31 **Section 5 Required Licenses and Permits**

All License and Permit fees are listed in Section 3 of this Ordinance. Anyone who fails to purchase a required License, Microchip or Permit is guilty of a Petty Misdemeanor.

A) Companion Animal License

1) All citizens of Albuquerque who own Companion Animals must have a current annual City of Albuquerque Companion Animal License for each Companion Animal they own that is over the age of three (3) months. Companion Animals must have a current Rabies Vaccination and be Microchipped before the Owner can apply for a License. License fees are not refundable and Licenses are not transferable to any other Companion animal. Low Income Persons must obtain a current License every year but are exempt from the annual License fee. Persons who are not City residents but keep a Companion Animal in the City for more than ten fifteen consecutive days or an aggregate of thirty days in any year shall obtain a City of Albuquerque Companion License. Any Person who owns a Companion Animal that has been Impounded by AACC shall obtain a License no matter where they live. The first time a properly Licensed Companion Animal is picked up by an ACO or brought to AACC by any Person, the Impound fee will be waived as the first time Impound Fee is included in the terms of a License.

2) A License Tag shall be issued along with the Companion Animal License. Whenever a Companion Animal is off the Owner's real property, the Companion Animal shall wear a collar or a Harness with a current License tag and an anti-rabies Vaccination tag attached to the Companion Animal's collar or Harness. License and Anti-Rabies Tags shall be worn by a Companion Animal even if the Companion Animal is Microchipped. Any collar or Harness with required tags attached may be removed temporarily for medical care, grooming, or when an Animal is in a Bona Fide Animal Show.

3) The License fee shall be paid at locations designated by the Mayor. The locations shall may include AACC, private Veterinarians authorized to issue Licenses by the Mayor or private companies contracted with by the Mayor for the purpose of issuing Licenses. Renewals, late fees and applications

B) Permits. The City shall issue Permits for certain businesses, activities or Animals not generally allowed or encouraged by the City or that may require

1 inspections to protect public safety. Permitted matters must be regulated by the
2 City to protect Animals and the public. A Permit gives a person the privilege to
3 possess certain Animals, operate certain businesses and engage in certain
4 activities in exchange for an agreement by the Permit holder to protect the public
5 and care for Animals pursuant to the standards in this Ordinance. A Permit is not
6 a property right and can be revoked, suspended, conditioned or limited by the
7 City. The City may declare moratoriums regarding issuance of Permits or
8 temporarily limit or condition Permits from time to time. Permits automatically
9 expire one year from the date granted unless otherwise specifically provided in
10 this Ordinance. Permits are not transferable or refundable. An application for
11 renewal of a Permit shall be filed at AACC thirty days before the date of
12 expiration. Application and inspection procedures and fees for Permit renewals
13 shall be the same as those for new applications. Failure to renew Permits as
14 specified shall result in the expiration of the Permit or in the assessment of a late
15 fee in addition to the cost of renewing the Permit, as deemed appropriate by the
16 Mayor.

17 A Person must have a Permit for the following businesses, activities, or Animals:

- 18 (1) Possession of an Intact Companion Animal
- 19 (2) Possession of a Litter or ownership or possession of a pregnant
20 Companion Animal
- 21 (3) Possession of certain permissible Exotic Animals
- 22 (4) Operation of a Commercial Breeder Facility
- 23 (5) Operation of a Multiple Companion Animal Site
- 24 (6) Operation of a Guard Dog Site
- 25 (7) Operation of an Animal Service Provider Business
- 26 (8) Operation of a Pet Store selling Companion Animals
- 27 (9) Operation of a Pet Store not selling Companion Animals
- 28 (10) Operation of an Animal Drawn Vehicle
- 29 (11) Use of an Animal in a Theatrical Exhibit
- 30 (12) Moving Exotic Animals
- 31 (13) Chaining or Tethering an animal.

1) **General Duties of all Permit Applicants and Permit Holders. All Permit holders must comply with all the requirements of this Ordinance, state law and federal law. Additionally, all Permit applicants and holders must comply with the following duties and requirements. Any applicant who fails to comply is guilty of a petty misdemeanor. Any violation by a Permit holder will also result in revocation, suspension or modification of the Permit and criminal charges. The following general requirements and rules apply:**

- a) **Any Person who applies for a Permit shall meet the standards of a Qualified Adopter.**
- b) **Permit holders shall comply with all special requirements pertaining to the type of Permit held.**
- c) **Permit holders shall allow entry and inspection of the Permit holder's premises by the Mayor with reasonable notice.**
- d) **Permit holders shall promptly produce any and all documents for inspection upon request of the Mayor. All required documents shall be kept for three years.**
- e) **Permit holders shall comply with all City Ordinances including but not limited to the Zoning Code and Noise Ordinance.**
- f) **Permit holders who sell, give away, loan, transfer or in any way alienate possession or ownership of a Companion Animal shall keep records containing the name and address of each recipient and the date of transfer. At each permitted premises, a current record shall be kept which describes all Animals owned, purchased or received and the final disposition of each Animal.**
- g) **Under no circumstances shall any Permit holder have a number of Animals in a Household or Establishment which results in Cruelty or violates any part of this Ordinance including but not limited to enclosure size.**
- h) **Any Permitted premises open to the public for business shall post a sign conspicuously observable by the public which states that all Companion Animals in the City must be Licensed and Microchipped**

1 and that a Permit is required for an Intact Companion Animal. The
2 sign shall be at least 8-1/2 inches by 11 inches in size and contain
3 lettering at least 1 inch tall.

4 i) Except for an Intact Animal Permit, Multiple Companion Animal Permit
5 or a Litter Permit, the Permit shall be posted in a conspicuous place
6 at each Permitted premises.

7 j) A Permit holder shall notify the Mayor of any changes in operations
8 which may affect the status of the Permit and shall keep the Mayor
9 informed of all changes in name, location, address, home and
10 business telephone number, of the site and activities covered by the
11 Permit.

12 k) Both the Person in Charge of a Permitted premises and the Owner of
13 the Permitted premises shall be responsible for complying with this
14 Ordinance.

15 l) The Mayor may from time to time by regulation impose additional
16 reasonable requirements on Permit holders.

17 2) Application Process. Persons shall apply for Permits on forms provided by
18 the Mayor. The application shall require information sufficient to assure the
19 Mayor that the applicant has knowledge and facilities adequate to care for the
20 Animals in a manner that protects the Animals and the public. The Mayor may
21 refuse a Permit for good cause. All Permit applications shall require the applicant
22 to affirm under penalty of perjury that the applicant meets the standards of a
23 Qualified Adopter. No Person shall apply for a Permit if that Person is jointly
24 interested in the Permit or otherwise in privity with any Person who does not
25 meet the standards of a Qualified Adopter. Within thirty days of the receipt of a
26 Permit application, the Mayor shall review the application, inspect the premises if
27 required and approve, conditionally approve or deny the Permit application and
28 shall notify the applicant in writing of his decision. Before granting a permit the
29 Mayor shall inspect all site related Permits and may inspect the Animal related
30 Permits. Sited related permits are.... And the Animal related permits are.....
31 The Mayor may charge a reasonable inspection fee. Within the Mayor's
32 discretion, the Mayor may temporarily allow the permitted activity to continue
33 during the Permit approval process. The Mayor shall approve an application only

1 if he determines that (1) the standards established by this Ordinance and other
2 applicable laws and regulations have been met, and (2) the issuance of a Permit
3 will not result in activity which presents a danger to the public health, safety or
4 welfare or a danger or nuisance to the neighborhood. If any affected party wishes
5 to appeal the Mayor's decision regarding a Permit application, the party may
6 request a hearing before the Administrative Hearing Officer. A written request for
7 Hearing and grounds for appeal must be filed with the City Clerk within five days
8 of the Mayor's decision. If any written notice is required to be sent by the Mayor
9 to any Person such notice shall be deemed served when mailed or hand
10 delivered.

11 3) Access. Upon presentation of proper identification, and at any reasonable
12 time, the Mayor shall be allowed to enter any Permitted premises for the purpose
13 of making inspections to determine compliance with this Ordinance. The Person
14 in Charge of the Permitted premises shall be allowed to accompany the Mayor on
15 his inspection if such person is available. The Mayor may conduct inspections of
16 the Permitted premises without the presence of the Person in Charge provided
17 that a competent person over eighteen years of age is present. The Mayor shall
18 be allowed to examine all records pertinent to the origin and care of any Animals
19 located at, or emanating from any Permitted premises.

20 4) Compliance. Whenever the Mayor inspects a permitted premises, the Mayor
21 shall prepare a written inspection report which shall state whether or not the
22 Permitted premises is in compliance with or in violation of the requirements of
23 this Ordinance. If the premises fails, the report shall specify the nature of the
24 noncompliance. The Mayor and the Person in Charge of the permitted premises
25 shall sign the inspection report. A copy of the inspection report shall be
26 furnished to the Person in Charge and posted on the AACC website.

27 5) Descriptions and Requirements for Specific Permits

28 a) Intact Companion Animal Permit. All Intact dogs over the age of six months
29 old and all cats over the age of five months old shall have an Intact Companion
30 Animal Permit ("ICAP"). All Intact Companion Animals must be Licensed and
31 Microchipped before any Person applies for an Intact Companion Animal Permit.
32 The fee for an ICAP is stated in Section 6 of this Ordinance. This Permit is
33 annual, non-refundable and non-transferable. If Alteration of a Companion

1 Animal would endanger the health of the Companion Animal due to old age or
2 Illness a Veterinarian may write a Waiver Certificate stating the reasons why the
3 Companion Animal can not be altered. Upon presentation of the Waiver
4 Certificate to AACC, the Owner shall be given an ICAP free of charge but the
5 Owner will have to apply annually for the ICAP. The Mayor may request a second
6 opinion from a different Veterinarian or have the AACC Veterinarian examine the
7 Animal if there appears to be a preponderance of Waiver Certificates from one
8 particular Veterinarian or Veterinarian Clinic.

9 No person shall have more than four Intact Companion Animals of the same
10 species in any Household. AACC shall inspect the Household of the applicant for
11 compliance with this Section and with this Ordinance from time to time. AACC
12 may but is not required to perform a pre-permit Household inspection for an
13 ICAP. The Household shall be reasonably secure against ingress by Companion
14 Animals of the same species or egress of the Companion Animal for which the
15 ICAP is sought. If the Permitted Intact Companion Animal is Impounded two
16 times by AACC, the ICAP will be automatically revoked and the Intact Companion
17 Animal will be required to be Altered. If an ICAP Companion Animal is
18 Impounded twice and must therefore be Altered, the Permit holder can pay AACC
19 to Alter the Companion Animal or remove the Companion Animal from AACC to
20 be Altered by a Veterinarian of the Owner's choosing by signing the Intact Animal
21 Removal Form. If an ICAP holder wants to breed an Intact Companion Animal or
22 an Intact Companion female Animal has accidentally been impregnated, the ICAP
23 holder must additionally obtain a Litter Permit prior to the birth of the Litter.

24
25 b) Litter Permit. All Owners of female Intact Companion Animals must obtain
26 a Litter Permit if said Animals become pregnant and will produce a Litter. All
27 female Intact Companion Animals must have an Intact Companion Animal Permit
28 and be Licensed and Microchipped before any Person applies for a Litter Permit.
29 The fee for a Litter Permit is as stated in Section 6 of this Ordinance. Litter
30 permits expire in six months from the date of issue and are non-refundable and
31 non-transferable.

32 No Person shall apply for or obtain more than four Litter permits in any
33 twelve month period. During the time the Litter Permit is in effect and while the

1 Litter is with the mother, but for no longer than three months from the time of
2 birth of the Litter, the Litter Permit holder may exceed the Animal possession
3 limits in this Ordinance.

4 Litter Companion Animals shall have at least the first in any series of
5 required Vaccinations and be de-wormed by a de-worming treatment consistent
6 with the size and age of the Animal and be Microchipped before being transferred
7 to a new Owner or separated from the mother. Microchip information must be
8 provided to AACC. The Litter Permit holder shall upon transfer or conveyance of
9 the kitten or puppy deliver a complete Vaccination record to the new Owner. The
10 Litter Permit holder shall document and retain for inspection the name and
11 address of each recipient of any Litter Companion Animal once owned by the
12 Litter Permit holder. If the Litter Permit holder advertises the Litter for sale, gift or
13 other transfer in a local periodical or newspaper of general circulation in the City,
14 the advertisement shall contain the Litter Permit number. Any Person who so
15 advertises a Litter Companion Animal without a valid current Litter Permit
16 number is guilty of a petty misdemeanor whether or not they have a litter permit.
17 Any Person who so advertises a Companion Animal and purports in any way in
18 the advertisement to reside outside the City limits or lists a telephone number
19 outside the City limits and is subsequently found to possess Litter Animals or is
20 found attempting to sell Litter Animals in the City Limits is guilty of a petty
21 misdemeanor for each day of possession of each said Animal.

22 *Can't we make it so that anyone who advertises unpermitted litters is guilty of*
23 *advertising illegal merchandize or contraband? Bernalillo County and other*
24 *surrounding areas have a similar law litter permit law. We should all cooperate*
25 *with each other.*

26 Any Person who owns a male Intact Companion Animal and intentionally
27 allows such Animal to breed a female for which a Permit is required shall first
28 verify that the Owner of the female holds an ICAP and a Litter Permit as well as
29 any other Permits required hereunder. Any Owner of a male Intact Companion
30 Animal who violates the preceding sentence is guilty of a petty misdemeanor.

31
32 c Exotic or Wild Animal Permit. Any Person who wishes to receive,
33 purchase, own or keep a Permitted Exotic or a Wild Animal shall first obtain an

1 Exotic or Wild Animal Permit ("EWAP"). The fee for an EWAP is as stated in
2 Section 6 of this Ordinance. This permit is annual, non-refundable and non-
3 transferable. This Permit is specific to each individual Exotic or Wild Animal.
4 Notwithstanding the foregoing, zoological parks, Rehabilitators licensed through
5 the State of New Mexico, Veterinary hospitals, humane society shelters, public
6 laboratories, educational and scientific facilities are excluded from the provisions
7 of this section, provided that the excluded facilities use protective devices
8 adequate to prevent the Exotic or Wild Animals from escaping or injuring the
9 public. The City expects these excluded entities to treat the Exotic or Wild
10 Animals in their possession humanely.

11 No Person shall own, harbor or keep any species in violation of Federal or New
12 Mexico law. If the number of Exotic or Wild Animals increases as a result of the
13 reproduction additional Permits are required. The Owner must apply for the new
14 EWAP within thirty days of the addition of the new Animals. EWAP holders must
15 submit a health certificate from a Veterinarian to the Mayor along with the Permit
16 application. The health certificate must certify that the Animal is in good health
17 and has been vaccinated as appropriate for the species. In addition to the
18 facilities and care standard requirements for Permitted premises required by this
19 Ordinance, EWAP Animals shall be kept and cared for in a manner which does
20 not constitute Cruelty, a Nuisance or endanger the safety of the Animal, the
21 public, any Person or any other Animal. The EWAP holder must notify the Mayor
22 within thirty days if the Owner changes his residence or the location of the Exotic
23 or Wild Animal, or sells or otherwise disposes of the Animal for which the Permit
24 was issued. The Mayor may Seize an Exotic or Wild Animal for its Owner's failure
25 to obtain an EWAP or comply with this Ordinance and such Animal shall become
26 the property of the City. The Mayor shall use Seizure procedures which protect
27 the public, the Animal and other Animals. The Mayor may convey an Exotic or
28 Wild Animal in his possession to any Zoo, sanctuary or refuge or Dispose of the
29 Animal in a Humane Manner. The EWAP holder or Owner of the Exotic or Wild
30 Animal is liable for any costs incurred by the City and such costs become a lien
31 against the Exotic or Wild Animal. At least on a monthly basis, an EWAP holder
32 shall provide to the Mayor, in writing, a list of the Exotic Animals sold,
33 transferred, conveyed or otherwise alienated during the preceding month. The list

1 referred to in the preceding sentence shall include the name, address of
2 telephone number of any and all Persons receiving Exotic Animals from the
3 EWAP holder.

4
5 d) **Commercial Breeder Facility Permit.** Because of Albuquerque's Animal
6 overpopulation problem, the City Council discourages the breeding of
7 Companion Animals. Any Person breeding Animals not in a residential zone
8 must have a Commercial Breeder Facility Permit ("CBFP"). A CBFP shall not be
9 granted for any Person in a Residential Zone. An applicant for a CBFP shall have
10 a tax ID number and be registered under the Albuquerque Business Registration
11 Ordinance before applying for an CBFP. The fee for a CBFP is as stated in
12 Section 6 of this Ordinance. This Permit is annual, non-refundable and non-
13 transferable. By the time a Companion Animal at a CBFP is six weeks old they
14 must have their first set of Vaccinations and be Microchipped even if they are to
15 be sold or given away. Any Intact cats over the age of five months and Intact
16 dogs over the age of six months must have Intact Companion Animal Permits.

17 The CBFP site must provide adequate room for the Animals pursuant
18 Section 4 of this Ordinance. A Breeder Facility shall sell or convey only
19 Companion Animals bred at the facility and shall not acquire Litter Companion
20 Animals from any other source for resale. The holder of a CBFP shall obtain a
21 Litter Permit for every litter and must have an ICAP for each Intact Companion
22 Animal kept and maintained at the site and insure that any Intact Companion
23 Animal at the site and owned by another Person also has an ICAP. A CBFP
24 holder is criminally liable and the CBFP is subject to revocation under this
25 Ordinance if any Intact dog over the age of six months or Intact cat over the age
26 of five months without an ICAP is at the site at any time. If an Intact Companion
27 Animal is temporarily at the site and owned by an Owner who does not reside in
28 the City, the CBFP holder must have documentation that will allow AACC to
29 contact such Owner including the Owner's name, address and telephone number.
30 The CBFP holder shall inventory and account for all Companion Animals born at
31 the facility and track disposition of those Companion Animals including the
32 name, address and telephone number of any Person who acquires any

1 Companion Animal from the Commercial Breeder Facility. The CBFP holder shall
2 keep these records for three years.

3 e) Multiple Companion Animal Site Permit. Any Person, including
4 Accredited Persons and Accredited Agencies, intending to exceed the limit of six
5 Companion Animals, four of the same species in a Household shall obtain a
6 Multiple Companion Animal Site Permit ("MCASP"). No Person shall apply for or
7 obtain a MCASP for any Animals except Companion Animals. All Companion
8 Animals at a Multiple Companion Animal Site shall be Licensed and
9 Microchipped. The fee for a MCASP is as stated in Section 6 of this Ordinance.
10 This Permit is annual, non-refundable and non-transferable. A MCASP holder
11 must have a MASP for each separate site.

12 A MCASP will only be granted to applicants in a Residential Zone. With the
13 MCASP application, the MCASP applicant shall submit a petition signed by each
14 Person who owns or occupies any real property within one hundred feet of the
15 MASP site indicating that each signatory does not object to the a MCASP
16 attaching to the subject property of the applicant. Consent of the adjoining
17 property owners shall not be unreasonably withheld and the MCASP applicant
18 may petition the Hearing Officer for a Hearing concerning the reasonableness of
19 any objection. The Hearing Officer shall affirm the validity of the objection or
20 deem it unreasonable in which case the MCASP will be granted. Thereafter, any
21 adjoining property owner may petition the Hearing Officer for revocation,
22 modification or suspension of a MCASP if the adjacent owner is reasonably
23 aggrieved by any affect of the Multiple Animal Site. A MCASP is subject to
24 revocation for a conviction for any violation of this ordinance including but not
25 limited to Animal Noise.

26 Intact Companion Animals residing at a Multiple Animal Site shall be
27 allowed but under no circumstance shall there be more than four Intact
28 Companion Animals of the same species. All Intact Animals must have Intact
29 Companion Animal Permits. The MCASP holder shall not apply for more than
30 four Litter Permits each calendar year regardless of the Permitted Intact
31 Companion Animals they pertain to. No Person shall keep or maintain more than
32 fifteen Companion Animals at any MCASP site except that the fifteen Companion
33 Animal limit may be exceeded for three months once each year if the MCASP

holder acquires or possesses a Litter but may not exceed twenty-five Companion animals under any circumstances.

f) **Guard Dog Site Permit.** Any Person wishing to operate a Guard Dog Site shall obtain a Guard Dog Site Permit ("GDSP"). Does this have to be a business? Is it the Owner of the site or the Owner of the Guard dog who applies for the permit? Any Person wishing to operate a Guard Dog Site shall have a tax id number and a City of Albuquerque Business License before applying for a GDSP. The fee for a GDSP is as stated in Section 6 of this Ordinance. This permit is annual, non-transferable and non-refundable. The Guard Dog Site Owner must have an Intact Companion Animal Permit for each Intact dog at the site. The GDSP attaches to the real property and the GDSP holder may not transfer guard dogs to a separate site lacking a GDSP. A GDSP will not be granted for property in a Residential Zone or within five hundred feet of a Residential Zone. What about schools?? When a Guard Dog is on duty outside a building, the premises must be enclosed by a Secure Fence. The escape of a Guard dog from a Guard Dog Site is a petty misdemeanor and a basis for revocation of a GDSP. If the Mayor determines it is necessary to control noise at the Guard Dog Site, the Mayor may require the owner of the site or GDSP holder to construct a barrier which breaks the Guard Dog's line of sight to the exterior or adequately buffers the noise. The doors, windows and all other openings to the outside of a building where a Guard Dog is on duty must be secured to prevent its escape. The Guard Dog Site shall be posted with warning signs at least twelve inches long. The warning signs shall state "Guard Dog" and "Guardia" and shall show a picture of an aggressive dog. The warning signs shall be posted not more than two hundred feet apart on the exterior of the fences or walls surrounding the site, and shall be posted at all exterior corners of the site and at every entrance to the site. Vehicles used to transport Guard Dogs shall be secured so the public is protected from injury and shall be constructed or modified to ensure that the Guard Dog is transported in a safe, humane manner not subject to Cruelty and shall be posted with warning signs on each side of the vehicle.

A GDSP holder shall not apply for a Litter Permit for the Guard Dog Site.

g) **Animal Service Provider Permit.** Any person intending to conduct business as an Animal Service Provider shall obtain an Animal Service Provider Permit (“ASPP”). The ASPP applicant must have a tax ID number and Business Registration under the Albuquerque Business Registration Ordinance before applying for an ABP. The annual fee for an ASPP is as stated in Section 6 of this Ordinance. This permit is annual, non-refundable and non-transferable. Grooming Parlors, Animal Day Care and Boarding Kennels are Animal Service Providers. An ASPP holder shall not apply for or obtain an Intact Companion Animal Permit, Litter Permit or Multiple Companion Animal Site Permit for the same site as the ASPP. An ASPP holder may exceed the Companion Animal limits in this Ordinance because the Animal Service Provider does not OWN the Animals, provided that all the Animals can be adequately cared for as further stated herein.

Thorough and accurate records for each Animal that passes through an ASPP site must be maintained and kept for three years and must be made available upon demand by the Mayor. These records shall include but not be limited to the name, address and telephone number of each Animal Service patron.

h&i) Pet Store Permits. This Section is extremely rough There are two types of Pet Stores. The Pet Store that sells Companion Animals -now known as CAPS and the Pet Store that doesn't sell companion animals- now known as PS- but that sells other animals including but not limited to fish, birds, rodents and/or reptiles.

No PS or CAPS shall conduct business in the City without a Pet Store Permit (“PSP”) or a Companion Animal Pet Store Permit (“CAPSP”). The PS or CAPSP applicant must have a tax ID number and Business Registration under the Business Registration Ordinance. The PS or CAPSP must attach to a specific real property site and no PS or CAPSP holder may sell or offer for sale any Animal from a mobile facility or at a site away from the PS or CAPSP site. No CAPSP holder shall sell an Intact Companion Animal. A CAPSP holder shall not apply for or obtain an Intact Companion Animal Permit, Litter Permit or Multiple Companion Animal Site Permit for the same site as the CAPSP site.. An CAPSP

holder may exceed the Companion Animal limits in this Ordinance provided that all the Animals can be adequately cared for as further provided herein.

The fees are as stated in Section 6 of this Ordinance. Thorough and accurate records for each Animal that passes through an CAPSP site must be maintained and kept for five three years and must be made available upon demand by the Mayor. These records shall include but not be limited to the name, address and telephone number of each Person who bought a Companion Animal and information on where each Companion Animal came from originally PSP patron. In addition to any and all other care and facility standards, CAPSP sites must comply with the care and maintenance requirements of an ABP site and the following:

1. If a CAPSP or a PS sells a Companion Animal or a Companion Bird holder sells an Animal to a patron and the Animal is diagnosed as sick or ill by a Veterinarian within six weeks from the date of sale, the CAPSP or PS holder shall reimburse the Patron all medical bills including medicine up to the cost of the animal while allowing the patron to keep the animal he cost of the Animal, while allowing the patron to keep the Animal. The CAPSP or PS holder may appeal to the Administrative Hearing Officer if the CAPSP or PS holder disputes the fact of the illness or injury or the amount of the charges. If the PSP orCAPSP holder does not prevail on appeal, the CAPSP or PS holder shall pay the costs of the appeal to the patron.

2. All Companion Animals in a Pet Shop shall be microchipped. The Companion Animal Pet Shop shall keep detailed records on each Animal on site including the source or Person from which the Animal was obtained and the identity of the person to whom the Animal is conveyed. Each animal on site shall be inspected examined by a Veterinarian and the CAPS shall keep and maintain a certificate of good health signed by the Veterinarian pertaining to each such Animal.

3. If an Animal at the CAPS was transported into the State of New Mexico, the CAPS shall keep and maintain the USDA inspection number and a copy of the chain of title all the way back to the origin of the Animal

1 4. No Intact Companion animals shall be on site unless too young to Alter.
2 Said Companion animals shall be Altered when old enough for safe surgery this
3 must be done before they are sold.

4 5. The CAPS with Vet supervision shall administer all vaccines required and
5 provide de-worming treatments appropriate to the age and size of the Animal.

6 6. All documentation required to be kept hereunder shall be available for
7 inspection by the Mayor and shall be delivered to a patron at the time of sale.

8)Animals with known or suspected communicable diseases shall be isolated as
9 appropriate. And treated as soon as possible

10 7. The daily use of antibiotics for preventative purposes in food or water or
11 otherwise administered is prohibited.

12
13 j) Animal Drawn Vehicle Permit. Any Person intending to do business
14 operating an Animal Drawn Vehicle shall apply for an Animal Drawn Vehicle
15 Permit ("ADVP"). Any person applying for an ADVP must have a valid tax id
16 number and a City of Albq. Business License(this isn't the right language - Greg)
17 before applying for the Permit. The fee for an ADVP is as stated in Section 6 of
18 this Ordinance. This permit is annual, non-refundable and non-transferable. All
19 operators and owners of Animal-Drawn Vehicles shall, in addition to other
20 requirements of this Ordinance, comply with the minimum standards of this
21 section as follows:

22 1. All Animals used to pull Animal-drawn vehicles shall be provided with daily
23 food and water free from contamination. Such food shall be wholesome,
24 palatable, and of sufficient quantity and nutritive value to meet the normal daily
25 requirements for the condition and size of the Animal.

26 2. All buildings and sheds used for stabling Animals used to pull Animal-
27 drawn vehicles shall be well lit, ventilated and provide adequate protection from
28 the weather. Additionally, all such facilities shall be kept clean and in good repair
29 at all times. Manure and urine shall be removed there from daily. Any enclosures
30 where Animals used to pull Animal-drawn vehicles are kept shall be graded and
31 raked so as to keep the surface reasonably dry. Clean bedding must be provided.
32 Flies and other insects must be controlled through general sanitation.

- 1 **3. All Animals used for carriage horse tours must weigh at least eight**
2 **hundred pounds and be considered in generally good health. Any owner or**
3 **operator of an Animal-Drawn Vehicle who desires to use a smaller Animal shall**
4 **apply to AACC for approval, in writing, prior to such use.**
- 5 **4. Animals used to pull Animal-Drawn Vehicles exhibiting any of the following**
6 **shall be deemed unfit for work and shall be under the care of a Veterinarian:**
 - 7 **a. Sores or abrasions caused, or likely to be irritated, by the bearing of**
8 **services, girth, harnesses or bridles.**
 - 9 **b. Serious injury or illness.**
 - 10 **c. Obvious signs of emaciation, malnutrition, lameness or exhaustion.**
- 11 **5. Animals used to pull Animal-Drawn Vehicles requiring veterinary care shall**
12 **not be moved, ridden or driven except for the purpose of humane keeping,**
13 **pasturing or obtaining medical care.**
- 14 **6. Animals used to pull Animal-Drawn Vehicles shall be properly shod and**
15 **their hooves shall be kept trimmed.**
- 16 **7. Animals used to pull Animal-Drawn Vehicles shall be kept clean,**
17 **particularly in the areas in contact with harness or other tack.**
- 18 **8. Animals used to pull Animal-Drawn Vehicles shall not be worked more than**
19 **two hours without being given a total of thirty minutes rest. The maximum**
20 **working period for any one Animal shall be ten hours out of every twenty four**
21 **hours.**
- 22 **9. Animals used to pull Animal-Drawn Vehicles shall not be worked when the**
23 **temperature at street level at any loading site reaches or exceeds ninety five**
24 **degrees Fahrenheit.**
- 25 **10. Animals used to pull Animal-Drawn Vehicles shall not be driven at a speed**
26 **exceeding a slow trot.**
- 27 **11. No Animal used to pull an Animal-Drawn Vehicle shall be overridden or**
28 **driven in a manner that might result in overheating or exhaustion.**
- 29 **12. Animals used to pull Animal-Drawn Vehicles shall be provided water at**
30 **every loading site and on routes at all times they are working.**
- 31 **13. All harnesses and other tack shall be kept oiled and cleaned and in good**
32 **repair.**
- 33 **14. Carriages must be kept properly lubricated, and wheels must spin freely.**

1 15. The Mayor may order a Quarantine of the entire premises where the
2 Animals used to pull Animal-Drawn Vehicles are being stabled or any part thereof
3 for any of the following conditions in one or more of the Animals:

4 a. Excessive parasitism, diagnosed by a Veterinarian, which could cause the
5 Animal(s) to be unfit to be ridden or driven.

6 b. General malnutrition as diagnosed by a Veterinarian.

7 c. Presence or suspicion of contagious or transmittable disease as
8 diagnosed by a Veterinarian.

9 16. Owners and operators of Animal-Drawn Vehicles shall not permit
10 unsanitary conditions to be present on any route, Animal rest area or any area
11 where the Animals are kept. All such areas shall be kept clean and free of
12 conditions which might harbor or be conducive to the breeding of, insects or
13 rodents.

14 17. No Animal shall be made to perform by means of any prod, stick, electrical
15 shock, chemical or physical force, or by causing pain or discomfort. Any whip or
16 riding crop must be used so as not to cause injury to the Animal.

17
18 k) Theatrical Animal Exhibit Permit. Major work still being done on this
19 section Any Person intending to do business as a Theatrical Exhibit that
20 includes an Animal must obtain an Theatrical Animal Exhibit Permit. Tax id and
21 Business license. Fees for Permit are as stated in Section 6 of this Ordinance.
22 This permit is annual, nonrefundable and non-transferable. All Theatrical Exhibits
23 shall, in addition to other requirements of this Ordinance, comply with the
24 minimum standards of this section as follows:

25 1. Theatrical Exhibit facilities that house Animals used in Theatrical Exhibits
26 shall be subject to inspection by the Mayor upon his or her request during
27 reasonable hours. The facilities shall meet the minimum standards applicable to
28 facilities for Animals used to pull Animal Drawn Vehicles.

29 2. Animal quarters in Theatrical Exhibit facilities shall be of sufficient size to
30 allow each Animal to stand up, lie down, and turn around in a natural position
31 without touching the sides or top of the facility or any other Animal or waste.

32 3. Each enclosure shall be kept at a comfortable and healthful temperature
33 and adequately ventilated.

1 **4. The enclosure, performance or exhibit area shall include barriers located in**
2 **such a manner as to prevent the public from coming in contact with the Animal.**

3 **5. No Animal shall be made to perform by means of any prod, stick, electrical**
4 **shock, chemical or physical force, or by causing pain or discomfort. Any whip or**
5 **riding crop must be used so as not to cause injury to the Animal.**

6 **6. No Animal shall be caused to fight, wrestle or be physically matched**
7 **against any other Animal or Person.**

8 **7. No Animal shall perform or be displayed in any dangerous situation, such**
9 **situation presenting the danger of physical injury to the Animal or any Person.**

10 **8. AACC shall be notified of all displays or performances of Theatrical**
11 **Exhibits, including date, time, and exact location at least forty eight hours in**
12 **advance of a display or performance.**

13
14 **I) Permit to Move Exotic or Wild Animas Across City Streets. Any Person**
15 **moving Exotic or Wild Animals on foot in the City limits is strictly liable for any**
16 **and all damage or Personal injury resulting from such move and shall indemnify,**
17 **defend and hold the City harmless from any and all such injury or damage. No**
18 **Person shall move on foot any Exotic or Wild Animal upon the streets, sidewalks,**
19 **alleys, or other thoroughfares in the City without a Permit. The applicant shall**
20 **provide the following information and verifications to the Mayor as early as**
21 **possible or in any event not less than fifteen days before the date and time of the**
22 **move:**

23 **1. The name, address and telephone number of the Person planning the move**
24 **and responsible for any damage caused during the move including the names of**
25 **all such Persons that claim any ownership, lien or other property interest in the**
26 **Exotic or Wild Animals to be moved.**

27 **2. If applicable, the name, address and phone number of any agent for service**
28 **of process.**

29 **3. The place of commencement of the move, the route to be traveled, the**
30 **Animals to be moved and the termination point of the move.**

31 **4. A certificate signed by the mayor verifying that the applicant has obtained**
32 **any and all other Permits required including but not limited to a Parade Permit.**

1 **5. A list of any and all Exotic or Wild Animals which, during any move on foot,**
2 **previously caused or contributed to any damage to any Person or property**
3 **including each separate incident and the location thereof.**

4 **6. Copies of any and all of the most recent health certificates on each Exotic**
5 **or Wild Animal issued by any state or federal agency.**

6 **The fee for a Permit to move Exotic or Wild Animals is a minimum of five hundred**
7 **dollars (\$500). The Mayor may increase the fee if the move will require excess**
8 **police or other public services. The Permit expires at the end of the event and**
9 **may not be transferred or used again. A written acknowledgment of receipt of the**
10 **application and appropriate approval or disapproval of the move shall be**
11 **provided by the Mayor to the applicant. The Mayor may either deny the**
12 **application or provide an alternative time or route for the move. The applicant**
13 **may appeal to the Hearing Officer. The Mayor may promulgate such additional**
14 **rules or regulations as required from time to time to enforce the provisions**
15 **herein.**

16
17 **m) Chaining or Tethering NEEDS LOTS OF WORK Under ordinary**
18 **circumstances Chaining or Tethering an Animal is prohibited. Any person**
19 **intending to Chain or Tether an Animal must obtain a Chaining or Tethering**
20 **Permit ("CTP") In order to get a permit the applicant must prove that all other**
21 **methods of restricting the Animal to the personal Property of the Owner have**
22 **been tried and do not work**

23 24 25 26 27 28 29 **SECTION 6. FEES.**

30 **There is hereby created an Animal Care Ordinance Fund or dedicated**
31 **account. Fifty per cent (50%) of the fees collected under the Animal Care**
32 **Ordinance except Adoption fees, Reclaim fees and Administrative Hearing fees as**
33 **listed in this section shall be deposited in the Animal Care Ordinance Fund or**

dedicated Account. Animal Care Ordinance Fund monies are dedicated exclusively to programs for the free spaying and neutering of Companion Animals for Low Income Persons, Moderate Income Persons and when possible the general public.

A) Companion Animal License Fee. The fee for an annual Companion Animal License is ten dollars (\$12). The License fee may be waived for a Low Income Person.

B) Reclaim Fees. Reclaim Fees shall consist of the Impound Fee, the Boarding Fees and The Medical Reimbursement Fee. These fees may be waived, once per Animal, for a Low Income Person.

1) Impound Fee The Impound Fee for a first time Impound in an Animal's life is twenty five dollars (\$25). The first time Impound Fee in an Animal's life shall be waived for any Animal with a valid Companion Animal License. There are no waivers for subsequent Impounds for that Animal. The Impound Fee for a second Impound in an Animal's life is fifty dollars (\$50). The Impound Fee for a third Impound in an Animal's life is one hundred dollars (\$100). The Impound Fee for a forth Impound or any Impound thereafter is one hundred and fifty dollars (\$150). After the 5th Impound we really need to intervene, this is an Animal that is not long for this world if something isn't done

2) Boarding Fee The boarding fee shall be at a daily rate of six dollars (\$6) per day or any part of a day. No Boarding fee if the Animal doesn't spend the night

3) Medical Reimbursement Fees This shall be the actual reimbursement of any outside Veterinarian costs "standard available care" ask Vet

C) Surrender Fee The Surrender fee shall be twenty five dollars (\$25) for the Surrender of each adult Companion Animal. The fee shall be fifty dollars (\$50) for any Litter or part of a litter. The Litter Surrender fee may be waived for a Low Income Person. Waived if the mother is brought in to be spayed

D) Adoption Fee The Adoption Fee for any Companion Animal shall be eighty two dollars (\$82). The Adoption Fee for Rescue Groups or Rescue Individuals is actual the reimbursement of Alteration and Microchip costs. There is no waiver for Low Income Persons of the Adoption Fee.

E) Disposal Fee The Disposal Fee for dropping off a deceased Animal at AACC shall be ten dollars (\$10). The Disposal Fee for having an Animal Control Officer pick up a deceased Animal upon the Owner's request shall be twenty five dollars (\$25). There is no Disposal Fee for picking up a deceased Animal on a Person's property if that Person is not the Owner. This fee may be waived for a Low Income Person.

F) Permit Fees. Permit fees are non-transferable and non-refundable. There are no waivers for Permit fees for Low Income Persons. The following is a list of all Permit Fees:

1) Intact Companion Animal Permit The annual ICAP fee is one hundred and fifty dollars (\$150).

2) Litter Permit The six month Litter Permit fee is one hundred and fifty dollars (\$150).

3) Exotic or Wild Animal Permit The annual EWAP fee is twenty five dollars (\$25)

4) Commercial Breeder Facility The annual Commercial Breeder Facility fee is five hundred dollars (\$500)

5) Multiple Companion Animal Site The annual MCASP fee is fifty dollars (\$50).

6) Guard Dog Site The annual Guard Dog Site fee is one hundred and fifty dollars (\$150).

7) Animal Service Provider The annual Animal Service Provider is twenty five dollars(\$25)

8) Companion Animal Pet Store The annual CAPS fee is five hundred dollars (\$500)

9) Pet Store The annual Pet Store Permit Fee for a Pet Store that does not sell Companion Animals is fifty dollars (\$50).

10) Animal Drawn Vehicle The annual ADVP fee is one hundred and fifty dollars (\$150).

11) Moving Exotic Animals The Permit fee for moving Exotic Animals is a minimum of five hundred dollars (\$500). The Mayor may increase the fee if the move wil require excess police of other public services. How long does this permit last?

1 **12) Chaining or Tethering** The annual Chaining or Tethering Permit
2 fee is one hundred and fifty dollars (\$150).

3 **13) Permit Inspection Fee** The Permit Inspection fee is twenty five
4 dollars (\$25).

5 **H) Administrative Hearing Fee** The Administrative Hearing fee is fifty
6 dollars (\$50).

7
8 **Section 7. Prohibited Activities**

9 Any violation of this Ordinance constitutes a petty misdemeanor, which could
10 result in a fine of \$500 or 90 days in jail or both.

11 **A) Cruelty to Animals.** Any Person, including employees of AACC, may be cited
12 for Cruelty hereunder whether or not said Person owns the subject Animal.
13 Cruelty applies to all Animals within the city limits of Albuquerque. This section
14 does not apply to mice or rats that are not Domesticated or otherwise claimed as
15 a pet by any reasonable Person.

16 Personal observation of Cruelty by an ACO, Reserve ACO or Police Officer is
17 not required and such officers may issue Citations, file Criminal Complaints or
18 assist any other Person in filing a Criminal Complaint if an Animal has been
19 treated cruelly. A charge for Cruelty under this Ordinance is not a lesser included
20 offense for a charge of cruelty under state law. In addition to criminal charges
21 for Cruelty, the City may avail itself of the remedies of Confiscation and
22 Protective Custody provided under this Ordinance.

23 Any charges for medical care paid by the City for an Animal suspected of
24 being a victim of Cruelty shall constitute a municipal lien against the Animal.

25 Cruelty includes but is not limited to the following:

26 **1)** Any Person who intentionally, willfully or maliciously kills, poisons,
27 attempts to poison, maims, disfigures, tortures, beats, hurts, burns, scalds or
28 otherwise cruelly sets upon any Animal is guilty of Cruelty unless there is Lawful
29 Justification.

30 **2)** Any Person who drives or works any Animal excessively is guilty of
31 Cruelty.

32 **3)** Any Person who leaves puppies or kittens outdoors in unreasonably cold
33 or hot weather is guilty of Cruelty as well as any Person who fails, refuses or

1 neglects to provide any Animal in his charge or custody with proper food, Potable
2 Water, shade, ventilation, heat, cooling, a weatherproof shelter of adequate size,
3 basic grooming, Parasite Control and Basic Preventative Medical Care necessary
4 for the health of the Animal is guilty of Cruelty

5 4) Any Person who fails to provide timely, reasonable and adequate medical
6 care to an Animal in need of medical care is guilty of Cruelty.

7 5) Any Person who exposes any Animal to poison, intentionally baits any
8 Animal with any substance soaked, treated or prepared with any harmful or
9 poisonous material is guilty of Cruelty. There is no justification for poisoning
10 Animals in the City.

11 6) Any Person who allows Antifreeze without a Bittering Agent to be available
12 or consumed by an Animal is Guilty of Cruelty.

13 7) Any Person who sets or places a Spring Loaded Trap where the Spring
14 Loaded Trap could close on an Animal is guilty of Cruelty.

15 8) Any person who leaves an Animal in a Live Humane Trap for more than six
16 daylight hours or twelve Nighttime hours is guilty of Cruelty.

17 9) Any Person who carries or transports an Animal in a vehicle in any
18 circumstances where the Animal may jump or fall out of the vehicle in any
19 situation including but not limited to an Animal being unrestrained in the back of
20 a truck or being allowed access to a window opened wide enough for an Animal
21 to jump or fall out of is guilty of Cruelty. An Animal carried in the bed of a truck
22 must be placed on a non-metal mat. The Animal must be either Crated or
23 humanely restrained. If the Animal is Crated the Crate must be securely fastened
24 to the bed or sides of the truck so that it can not turn over or fall out. If the
25 Animal is restrained without a Crate it must be attached to the truck by a Harness,
26 not a neck collar, in a way to insure that the Animal cannot jump out of or fall
27 from the truck or be strangled. . No Animal shall be left in the bed of a truck
28 whether in a Crate or not when the weather is such that the Animal will be
29 exposed to extreme heat, cold or rain.

30 10) It shall also be Cruelty to leave any Animal unattended in a vehicle when the
31 temperature is high enough such that any reasonable Person would know that
32 the Animal will suffer from heat exposure. If the Mayor determines that an Animal
33 in an enclosed vehicle is in immediate danger, the Mayor may enter the vehicle by

1 whatever means necessary, without being liable to the owner of the vehicle, and
2 Confiscate the Animal.

3 11) Any Owner who Reclaims an Injured Animal from AACC for purposes of
4 treatment by a private Veterinarian and who subsequently fails to provide written
5 proof of treatment to AACC in five days is guilty of Cruelty.

6 12) Any Person who intentionally kills any bird in the City is guilty of Cruelty
7 unless such bird is Poultry owned by that Person.

8 13) Any Person who intentionally kills any rabbit in the City is guilty of Cruelty
9 unless such Person owns the rabbit and uses the rabbit for food.

10 14) Any Person who affixes an Animal to a stationary post, pole, or other
11 immovable object by means of any instrumentality or other extension
12 device including but not limited to a chain, tether, coil or rope and leaves
13 such Animal unattended for more than ten minutes is guilty of Cruelty.

14 15) 15) Any person who leaves an Animal unattended and confined in any
15 enclosure that does not meet the minimum standards of a Crate for any
16 time is guilty of Cruelty.

17 16) Overcrowding Debbra's shelter standards

18 17) Any Person who treats an Animal in any way that would lead a reasonable
19 Person to conclude that such Animal has been subjected to harm without Lawful
20 Justification is guilty of Cruelty. Nothing herein limits charges for extreme
21 cruelty under state law.

22 18) Any Person who violates any other section of the Ordinance deemed as
23 Cruelty shall be guilty of Cruelty
24

25 B) Animal Noise Major work still needed Animal Noise as defined in this
26 Ordinance, is a serious problem. Animal Noise has a negative affect on the
27 quality of life for those who are involuntarily exposed to such noise. In the case
28 of dogs, dogs who are Persistently and Continuously barking are usually but not
29 always dogs that are neglected, chained or otherwise mistreated. AACC shall
30 make an effort to work with the Owner of the dogs or any Animal to change the
31 basic situations leading to the Animal Noise problem and to offer humane
32 suggestions for modifying the Animal's behavior. Such humane suggestions

include but are not limited to citron collars>>>>>>>>>>>>>>. This section does not pertain to the Zoo.

1) Offense. Animal Noise prohibited by this Ordinance is declared a Nuisance and no Person shall permit any Nuisance to exist. No Owner shall negligently or intentionally allow an Animal to make Animal Noise such that the Animal Noise is heard by any Person beyond the property line of the Owner's property or property on which the Owner Harbors the Animal. In the event an Owner is under eighteen years of age or a Person who is otherwise legally incompetent to claim Ownership of an Animal, the head of the Household in which such Owner resides or the guardian of such Owner shall be deemed to be the Owner of such Animal and the Person responsible for the acts of said Animal for the purposes of this Ordinance.

2) Defense. It shall be a defense to violations of this Ordinance if the Owner of the Animal proves by a preponderance of the evidence that the Animal Persistently or Continuously made Animal Noise because it 1) was provoked or otherwise incited by a Person or an Animal not belonging to the same Household to make noise, 2) made the noise in response to an unlawful physical assault upon the Animal or other Animals or Persons in the same household, 3) made the noise because the Animal was Injured or ill, or 4) made the noise in response to a person who was trespassing upon the premises on which the Owner Harbors the Animal.

3) Complaints. When two or more people residing at different addresses hear Animal Noise that is in violation of this Ordinance they may file a written complaint with the Mayor at AACC on a form provided by the Mayor. The complainants shall specify the same Animal (what if somebody, like me has four dogs?) but shall not be required to have heard the Animal at the same time. Can we just say "The second complaint must be filed within 30 days of the first complaint in order to warrant issuance of a citation" instead of saying The time specified in the complaints must fall within the same thirty day period. The complaint shall specify the noise made by the Animal, the time, date, place or places and the duration of the Animal Noise, the Animal Owner's name, if known, the Animal Owner's address, if known and a description of the Animal. The complainants shall agree in writing to testify in any proceeding related to the

1 complaint. (a lot of people are troubled by barking but they are afraid of the owner
2 of the dog, what can we do for them if they are afraid to testify?) All complaints
3 of violations of this section shall be investigated by the Mayor Upon receipt of a
4 complaint, AACC shall send an ACO to the location of the Animal that is the
5 subject of the complaint. If the violation alleged in the complaint is authenticated
6 by the ACO based on the personal observation,(of course the dog will bark if an
7 ACO starts poking around the yard, that's what dogs are supposed to do) the
8 ACO shall notify the Owner in writing that the Animal is making noise in violation
9 of this section and advising the Owner that a subsequent complaint filed within
10 thirty days of the notice about the same Animal and verified by the Mayor shall
11 lead to the issuance of a citation (is this a warning?). Such citation may also be
12 issued based on a subsequent investigation initiated by the Mayor(is this an
13 investigation NOT triggered by a complaint?) . In the event the ACO cannot verify
14 the violation by personal observation, no warning shall be issued (my neighbor's
15 dog only barks from 3-4 am, will the ACO come out to investigate?) and the ACO
16 shall notify the Owner in writing that a complaint has been filed alleging that the
17 Owner's Animal is making Animal Noise. I don't understand the difference a
18 warning makes. The ACO shall further notify the complainant in writing that no
19 warning was issued. AACC shall maintain a record of warnings issued for
20 purposes of establishing issuance of a citation based on a second complaint or
21 investigation. I'm confused about investigations, warnings and issuance of
22 citations.

23 4) Enforcement. When no citation is issued based on verification of an ACO
24 as provided elsewhere in this section, the Mayor may file a criminal action (is this
25 a criminal complaint?) based solely upon the complaint if the Mayor determines
26 that there is sufficient evidence to prosecute. If the Mayor elects not to
27 prosecute,what exactly does procecute mean? Please walk me thru this step by
28 step the complainant may file a private action (does this mean "civil" without the
29 help of the city?) against the Owner in a court of proper jurisdiction seeking
30 relief for violations of this Ordinance. Each violation(what constitutes a violation
31 exactly?) of this section shall constitute a public nuisance and each violation
32 shall be punishable as provided in section 1-1-99 ROA 1994 and the court shall
33 enjoin (What does "enjoin" mean here?) any Owner convicted of violating this

1 section from committing further violations upon the second conviction within a
2 twelve month period.????? This provision shall apply even if such convictions
3 involve different Animals owned by the Owner. In any action in which an Owner
4 is found by a court to have violated this section or fails, neglects or refuses to
5 comply with the court's injunction or other orders, the City may petition the court
6 to, in addition to or in the alternative to the remedy of contempt, permit the City to
7 enter upon the real property and abate the nuisance by Seizing the Animal found
8 to have made the noise in violation of this section. Seizure shall only apply to an
9 Animal that has been the subject of three convictions for violation of this. What
10 exactly does "conviction" mean here? Is it that the owner has been to Metro
11 court 3 times and lost? Do dog bark cases really get heard in court? If we
12 "seize" the Animal here does that mean that we take permanent custody of the
13 Animal to do with whatever we what?

14
15
16 **C) ANIMAL FIGHTING.** No Person shall promote, stage, hold, manage, conduct,
17 carry on, train for or attend a game, show, exhibition, contest or fight in which
18 one or more Animals are injuring, killing, maiming or destroying themselves or
19 other Animals or attempting to harm other Animals or people. Any Person who
20 attends or observes any Animal fight is vicariously criminally liable the same as if
21 that Person owned the Animals or staged the fight and that Person is a party to
22 the crime whether that Person paid for entry to the event or not. The Owner of
23 any premises used for Animal fighting is guilty of a petty misdemeanor. Any
24 Person who profits in any way from an Animal fight including but not limited to
25 on-site vendors or purveyors of illegal gambling concerning an Animal fight is
26 guilty of a petty misdemeanor. Any person who sells, receives, possesses,
27 transports, loans or gives away any Animal Fighting Paraphernalia is guilty of a
28 petty misdemeanor.

29 No Person shall provoke or entice an Animal from the property of its Owner for
30 the purpose of engaging the Animal in an Animal fight. Any violation of this
31 section amounts to felony extreme cruelty under state law but the Person(s) may
32 be charged under this Ordinance with Cruelty if not charged with extreme cruelty.

D) Exceeding Animal Possession Limits .

1) Companion Animals. No Person shall own more than six (6) Companion Animals or four (4) Companion Animals of the same species. Any person wishing to exceed these limits may apply for a Multiple Companion Animal Site Permit.

There are temporary exceptions to this rule for Fosters, Finders and people with a valid Litter Permit.

2) Rabbits. No Person who possesses rabbits shall have more than fifteen rabbits in the same household.

3) Poultry The Poultry limit is fifteen. No Person shall have more than one rooster in the same household.

E) Animals Running At Large. Needs work No Person shall cause or allow a Companion Animal to be At Large whether it is or is not accompanied by its Owner. Unattended dogs are to be restricted to their Owner's private property by a Secure Fence or Secure Facility. Dogs must be restrained and controlled by a leash no longer than eight feet unless on the Owner's property, the private property of another Person who consents to the presence of the Animal off leash, at a Bona Fide Animal Show or in a Dog Exercise Park. An At Large Animal will be Seized, impounded or Confiscated if required. Any Animal At Large shall be Seized if the owner is unavailable.

F) Defecation Off Owner's Property. No Person shall leave the feces of an Animal they own or control on public property or upon the private property of a non-consenting Person.

G) Unlawful Use of Tags. No Person shall affix an anti-rabies or License tag to the collar or Harness of any Animal other than the Animal for which the anti-rabies or License tag was issued. No Person shall keep, manufacture or use a stolen, counterfeit or forged Animal anti-rabies Vaccination certificate, Rabies tag or License tag.

H) Interference With an ACO. No Person shall attack, assault or in any way threaten or interfere with an ACO or a Reserve ACO in the performance of the duties required by this Ordinance. Any attack or assault may be reported to the District Attorney for felony prosecution if appropriate.

I) Abandonment. No Person shall Abandon an Animal. Any Person who fails to reclaim an Animal from AACC after notice is guilty of Abandonment. Any person who releases an Animal to avoid a Surrender Fee is guilty of Cruelty.

J) Injury to Animals by Motorists. A Motor Vehicle Operator who strikes or runs down an Animal shall immediately call 911 and shall provide the facts regarding the accident and the injuries sustained by the Animal. The Motor Vehicle Operator shall remain at or near the scene until such time as the Owner or an ACO or Police Officer unless the Motor Vehicle Operator elects to transport the Animal to AACC, a Veterinarian or EAC for emergency medical treatment.

K) Sale or Gift of Animal.

1) Public Property. No Person shall display, sell, offer for sale, barter, auction, give away, or otherwise dispose of an Animal upon a street, sidewalk, public park, public right of way or other public property Accredited Agencies or Accredited Persons are exempt

2) Commercial Property. No Person shall display, sell, offer for sale, barter, auction, give away, or otherwise dispose of any Animal upon commercial property without a Pet Shop Permit. Accredited Agencies or Accredited Persons are exempt.

3) Private Property. No Person shall display, sell, offer for sale, barter, auction, give away, or otherwise dispose of any Companion Animal puppies or kittens upon private property without a Litter Permit. Accredited Agencies or Accredited Persons are exempt

4) Sales Incentives. No Person shall offer a live Animal as an incentive to purchase merchandise or as a premium, prize, award, or novelty.

5) Rabbits or Poultry. No Person shall display, sell, offer for sale, barter, auction, give away, or otherwise dispose to any Person or Household fewer than six rabbits or Poultry under four weeks of age. Nothing in this section shall be construed to prohibit the raising of such rabbits and Poultry by a private individual for his personal use or consumption, provided that he shall maintain proper care and housing for the Animals while they are in his possession.

6) Turtles. No Person shall display, sell, offer for sale, barter, auction, give away, or otherwise dispose of turtles except in conformance with appropriate federal regulations.

1 L) Exotics

2 M) Displays

3 N) Circus

4 **Section 8 Seizure**

5 A) Confiscation. More Work An ACO or Police Officer or Firefighter
6 ("Officer") who reasonably believes that the life or health of an Animal is
7 endangered due to Cruelty may Seize an Animal. Emergency intervention is
8 required to prevent further pain, illness, suffering or death to the Animal. Some
9 examples of reasons to Seize an Animal would include but not be limited to the
10 unavailability of potable water, lack of shelter in extreme weather, any sign that
11 the Animal is being physically abused by humans or other animals, obvious signs
12 that an Animal is being denied medical treatment or being exposed to chemicals
13 or other toxins in locations where Methamphetamine or other illegal substances
14 are being manufactured.

15 The Officer may enter private real property to Seize the Animal but only after the
16 Officer employs all reasonable measures to immediately contact and notify the
17 Owner of the property prior to entry. If an Animal is observed in distress in a
18 vehicle, the Officer may reasonably enter the vehicle and Seize the Animal by
19 reasonable measures including breaking a window if required. The City shall not
20 be liable for damage to property when required to take emergency measures
21 pursuant to this section.

22 An Officer may enter real property without a warrant if the Owner is unavailable
23 and an Animal is observed by the Officer in serious distress such that exigency
24 requires entry without a warrant. If a short delay in time will probably not result
25 in further injury or suffering to the Animal, the Officer shall apply to the District
26 Court or the Metropolitan Court for a warrant prior to entry of the premises unless
27 the Officer has the consent of the Owner to enter. The procedures in this section
28 shall be used only for the protection of Animals and not to seize evidence of
29 crime unless the Officer has an independent basis or legal predicate for so doing.
30 Animals Seized pursuant to this section shall be placed in Protective Custody
31 and subsequently routed pursuant to this Ordinance. The Officer seizing the
32 Animal shall issue the Owner or other responsible party (we need that thing about
33 if it is kids dog or "its not my dog its somebody else's") a Citation or Criminal

1 Complaint for Cruelty under this Ordinance. If any governmental entity brings
2 criminal charges for cruelty or neglect against the Owner pertaining to a
3 Confiscated Animal, the Mayor may petition the District Court for custody of the
4 Animal during the pendency of the criminal case. If the Owner is found guilty of
5 any cruelty laws, the Animal shall not be returned to the Owner and shall be
6 routed to Safe Haven and otherwise handled or disposed of pursuant to the terms
7 of this Ordinance.

8 An ACO or Police Officer or Firefighter ("Officer") who reasonably believes that
9 the life or health of an Animal is endangered due to Cruelty may Seize an Animal.
10 Emergency intervention is required to prevent further pain, illness, suffering or
11 death to the Animal. Some examples of reasons to Seize an Animal would
12 include but not be limited to the unavailability of potable water, lack of shelter in
13 extreme weather, any sign that the Animal is being physically abused by humans
14 or other animals, obvious signs that an Animal is being denied medical treatment
15 or being exposed to chemicals or other toxins in locations where
16 Methamphetamine or other illegal substances are being manufactured.

17 The Officer may enter private real property to Seize the Animal but only after the
18 Officer employs all reasonable measures to immediately contact and notify the
19 Owner of the property prior to entry. If an Animal is observed in distress in a
20 vehicle, the Officer may reasonably enter the vehicle and Seize the Animal by
21 reasonable measures including breaking a window if required. The City shall not
22 be liable for damage to property when required to take emergency measures
23 pursuant to this section.

24 An Officer may enter real property without a warrant if the Owner is unavailable
25 and an Animal is observed by the Officer in serious distress such that exigency
26 requires entry without a warrant. If a short delay in time will probably not result
27 in further injury or suffering to the Animal, the Officer shall apply to the District
28 Court or the Metropolitan Court for a warrant prior to entry of the premises unless
29 the Officer has the consent of the Owner to enter. The procedures in this section
30 shall be used only for the protection of Animals and not to seize evidence of
31 crime unless the Officer has an independent basis or legal predicate for so doing.

32 . The Officer seizing the Animal shall issue the Owner or other responsible party
33 (we need that thing about if it is kids dog or "its not my dog its somebody else's")

1 a Citation or Criminal Complaint for Cruelty under this Ordinance. If any
2 governmental entity brings criminal charges for cruelty or neglect against the
3 Owner pertaining to a Confiscated Animal, the Mayor may petition the District
4 Court for custody of the Animal during the pendency of the criminal case. If the
5 Owner is found guilty of any cruelty laws, the Animal shall not be returned to the
6 Owner and shall be routed to Safe Haven and otherwise handled or disposed of
7 pursuant to the terms of this Ordinance.

8 B) Public Safety Drop Off. Whenever the Owner of an Animal becomes
9 temporarily unable to care for the Animal due to any Medical emergency or the
10 Owner of an animal is arrested for a crime not involving the Animal, but with the
11 Animal in attendance, the Animal shall be delivered to AACC by public safety
12 personal (APD AFD) or an ACO shall pick up the Animal. The Animal will be
13 placed in Protective Custody for the benefit of both the Owner and the Animal. or
14 otherwise routed pursuant to the terms of this Ordinance. AACC staff shall help
15 the Owner find someone willing to take responsibility for the Animal. AACC will
16 charge the Owner daily Boarding Fees but will not charge an Impoundment Fee.
17 In the case of a Domestic Abuse Situation, there will be no Impoundment Fee or
18 Boarding Fees. AACC staff shall assist in finding a Foster Care Provider for the
19 Animal.

20 When an Animal arrives at AACC as a Public Safety Drop-off the Animal is
21 available for Reclaim when the Owner's situation has changed enough for the
22 Owner to be able to take care of the Animal again. What do we do if we think the
23 Owner is not a good dog parent? Do we need to limit the time we keep an Animal
24 in PC for the benefit of the owner? If the Owner can't or won't Reclaim, the
25 Animal goes from PC to Safe Haven.

26
27 Section 9. Rabies not finished
28
29

30 A. Anti Rabies Vaccination. All Owners of Companion Animals or ferrets over
31 the age of three months shall have Companion Animals and ferrets Vaccinated
32 against rabies no less frequently than required under New Mexico state law. The
33 anti-rabies Vaccination shall be administered by a Veterinarian who also shall

1 issue an anti-rabies vaccination certificate and tag. The Mayor may require
2 Animals other than Companion Animals or ferrets to receive annual anti-rabies
3 vaccinations. The Veterinarian administering anti-rabies vaccine to an Animal
4 shall issue to the Owner or keeper of the Animal an anti-rabies Vaccination
5 certificate and tag, each bearing the same number. The Veterinarian shall legibly
6 record on the approved certificate in the appropriate areas the name and address
7 of the Owner of the Animal, a description of the Animal, the date of vaccination
8 and the expiration date of the period of immunity, sterilization status, and
9 Veterinary practice name in the appropriate areas. This information shall be
10 delivered by the Veterinarian to the Mayor in accordance with this Ordinance.
11 The Owner of a Companion Animal or a ferret shall exhibit its certificate of anti-
12 rabies vaccination upon demand by the Mayor.

13
14 **B. Potentially Rabid Animals.** The Owner of an Animal having rabies or
15 showing signs of rabies, an Animal bitten by a rabid Animal or an Animal
16 exposed to rabies shall immediately confine the Animal in a secure place. Any
17 Person who has knowledge of an Animal infected by or exposed to rabies shall
18 immediately notify the Mayor of the location of the affected Animal. The Animal
19 shall be surrendered by its owner to the Mayor upon demand. The Animal shall
20 be dealt with in accordance with state law. It is the duty of the Owner of an
21 Animal that bites a Person and of the Person bitten by an Animal to report the
22 bite to the Mayor within twenty-four hours after the bite occurs. If deemed
23 necessary by the Mayor, the Owner shall surrender the Animal to the Mayor for
24 Impoundment, quarantine, observation or destruction and rabies testing at the
25 Mayor's discretion. A physician who renders medical treatment to a Person
26 bitten by an Animal shall report the bite to the Mayor within twenty four hours of
27 such treatment. Such medical treatment shall be paid for by the owner of the
28 Animal. The physician shall report the name, sex, and address of the Person
29 bitten, as well as the type and location of the bite on the Person's body. The
30 physician shall give the name and address of the Owner of the Animal to the
31 Mayor and, if known, any other facts that may assist the Mayor in locating the
32 biting Animal and in ascertaining the immunization status of the Animal.

1 **C. Quarantine.** An Animal that has bitten or is suspected of biting a Person
2 shall be confined securely at a place and for a period of time deemed necessary
3 by the Mayor. The Owner of the Animal shall be responsible for and bear the cost
4 of confinement. If the Owner does not confine the Animal as required by the
5 Mayor, the Mayor may Seize and Impound the Animal and will keep it under
6 Protective Custody at AACC for no longer than fifteen days and the Owner shall
7 pay all related costs before reclaiming the Animal. After fifteen days of Protective
8 Custody under this paragraph, the Animal will become the property of the City
9 and may be routed or disposed of under the terms of this Ordinance. The Mayor
10 may consent to confinement on the Owner's premises only if the Owner can
11 prove to the Mayor's satisfaction that the Animal cannot escape. Before the
12 Owner's premises can be used for Animal confinement, the premises shall be
13 inspected and must be approved for such purpose by the Mayor. A Person who
14 has custody of an Animal that has bitten a Person shall immediately notify the
15 Mayor if the Animal shows any signs of sickness, abnormal behavior or if the
16 Animal escapes confinement. If the Animal dies while in confinement, the Person
17 having custody of the Animal shall notify the Mayor immediately and surrender
18 the deceased Animal to the Mayor. Any Animal Quarantined for rabies will, on
19 completion of the Quarantine period, be Microchipped for positive and permanent
20 identification as a condition of Quarantine release or reclaim. Those Animals
21 being Quarantined by AACC will receive the Microchip prior to being released,
22 and the Owners of those Animals Quarantined by the Owner will immediately
23 make arrangements for Microchipping with a Veterinarian of their choice or AACC
24 with the cost for such services being born by the Owner. Failure to do so within
25 ten days of the Quarantine is a violation of this Ordinance.

26 **SECTION 10. LOST AND FOUND COMPANION ANIMALS.**

27 **A. Lost Companion Animal.** Owners who lose a Companion Animal shall
28 contact AACC and report the loss within twenty-four hours. The Owner shall
29 provide to AACC the Owner's name, address, telephone number, a description of
30 the Companion Animal together with any identification information such as an
31 affixed License or Microchip, a photograph if possible, the date of the loss and
32 the last known location of the Companion Animal prior to the loss.

B. Found Companion Animal. Any Person who finds a Stray Companion Animal may possess and temporarily care for such Companion Animal pursuant to the terms of this Section. The provisions of this Ordinance apply to the Finder the same as the provisions apply to an Owner. The Finder may keep such Companion Animal at the Household of the Finder and does not have to deliver the Animal to AACC as long as the requirements of this section are met. This section does not apply and the Person does not qualify as a Finder if the Companion Animal is Owned or claimed by any Person known to the Finder and is or may be the subject of a dispute between the Finder and any other Person concerning ownership or custody of the Companion Animal.

Within twenty-four hours of the time the Companion Animal is found, the Finder must contact AACC and register as a Finder with AACC. No Person who would fail to qualify as a Qualified Adopter shall register or be allowed to register hereunder and must immediately surrender the Found Animal to AACC upon demand of the Mayor. To register, the Finder shall provide a description of the Companion Animal including, when applicable, any License, Microchip or other identification on the Companion Animal, the time and date when the Animal was found and the location where the Animal was found. The Finder shall determine if the Companion Animal is Microchipped by taking the Companion Animal to any Person who can scan and read a Microchip, by calling AACC and requesting an ACO to come to the Household to scan the Animal or by delivering the Animal to AACC so it can be scanned. If the Companion Animal is Microchipped, the Finder shall provide the Microchip number to AACC.

A registered Finder may exceed Companion Animal number limits while in temporary possession of a found Companion Animal. If the Companion Animal is not Licensed or Altered, the Finder does not have to License or Alter said Animal while in temporary possession but shall License or Alter the Companion Animal when and if the Finder converts to the Owner under this section. If the Finder wishes to own the found Companion Animal, the Finder shall so notify AACC and said Animal shall become the property of the Finder ten days from the registration date if no Person reclaims the Companion Animal. Within the ten days, if any Person purports to be the actual Owner of the Companion Animal, such Person shall contact AACC and not the Finder. The Mayor may require

Proof of Ownership. If the claimed Owner is in fact the Owner, the Mayor shall order the registered Finder to return the Companion Animal to AACC for reclaim by the Owner and the Finder shall comply.

SECTION 11. ADMINISTRATIVE HEARINGS.

SECTION 13. ANIMAL WELFARE BOARD.

Section 15 Penalty

Section 16 Severability Clause

Section 17 Compilation

Section 18 Effective Date

SECTION 15. PENALTY.

The payment of a fee does not absolve any Person of a conviction under §1-1-99 ROA 1994 or any other law. Without any limitation, any Person who engages in any activity for which a Permit is required and does not have a Permit violates this Ordinance. Any violation of this Ordinance subjects the violator to the penalty provided by §1-1-99 ROA 1994 and each day of a continuing violation is a separate petty misdemeanor offense. Any violation of this Ordinance is not a lesser included offense for a violation of a similar provision of any other law.

Needs lot more work step by step citations, hearings, seizure

SECTION 16. SEVERABILITY CLAUSE.

If any section, sentence, paragraph, clause, word or phrase of this Ordinance is for any reason held to be invalid, ambiguous, vague, overbroad, preempted, unenforceable or otherwise ineffective or invalid for any reason by a court of competent jurisdiction, such section, sentence, paragraph, clause, word or phrase may be stricken, severed or enjoined with no effect whatsoever on the remaining provisions of this Ordinance. It is the unequivocal intent of the City

1 Council and the City Council hereby declares that it would have passed this
2 Ordinance and each section, sentence, paragraph, clause, word or phrase of this
3 Ordinance even if any section, sentence, paragraph, clause, word or phrase is
4 declared unconstitutional or otherwise invalid as stated in this section.

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7 **SECTION 17. COMPILATION.**

8 This Ordinance shall be incorporated in and made part of the Revised
9 Ordinances of the City of Albuquerque, New Mexico, 1994.

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12 **SECTION 18. EFFECTIVE DATE.**

13 This Ordinance shall become effective five days after publication in full.
14 After the effective date, Companion Animal Owners are hereby given a six month
15 grace period within which to Alter Companion Animals and obtain Licenses for all
16 Companion Animals. Hobby Breeder Permits are abolished but any Hobby
17 Breeder permit issued before the effective date of this Ordinance shall remain in
18 effect until expiration of the Hobby Breeder Permit.